



Invitation to Bid (ITB)

#274-2026-21-JEJ

TRANSIT BUSES

Notice is hereby given that the City of Raleigh, North Carolina, is seeking sealed bids and, subject to the terms and conditions herein, will be received by the City of Raleigh at the Office of the Procurement Division, Room 503. The sealed bids for Transit Buses will be publicly opened as described herein.

BIDS WILL BE ACCEPTED UNTIL 2:00 PM (EDT), TUESDAY, JUNE 23, 2026

Bids should be addressed to:

City of Raleigh – Procurement Division
Attn: Eric Johnson - Procurement Analyst
Eric.Johnson@raleighnc.gov

Hand-Deliver to: 222 W. Hargett Street, 5th Floor, Ste. 502, Raleigh, NC 27601
or

Mail to: PO Box 590, Raleigh, NC 27602

PUBLIC BID OPENING WILL BE HELD AT THE RALEIGH MUNICIPAL BUILDING, 222 W. Hargett Street., RM 503, Raleigh, North Carolina, at 2:00PM EST ON TUESDAY, JUNE 23, 2026.

The responsibility for submitting a response to this ITB at the City of Raleigh, Procurement Division on or before the stipulated time and date will be solely and strictly the responsibility of the bidder.

Any proposals received after stipulated time and date will not be accepted, nor opened, and will be returned. The time stamp located in the Procurement Division shall be the official time of receipt.

BID RESPONSE FORM

Bid No.: 274-2026-21-JEJ
Bid Title: TRANSIT BUSES

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids are invited and, subject to the conditions herein, will be received by the City of Raleigh Procurement Division. The sealed bids will be publicly opened for furnishing the apparatus, supplies, materials equipment and/or repair work and services as described herein.

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned Supplier offers and agrees, if this bid be accepted, to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Supplier certifies that this bid is submitted competitively and without collusion. Furthermore, by executing this bid, the undersigned certifies to the best of Supplier’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

Failure to execute/sign bid prior to submittal shall render the bid invalid, and it WILL BE DEEMED NON-RESPONSIVE and WILL BE REJECTED. Late bids cannot be accepted.

SUPPLIER NAME:		
STREET ADDRESS:		
CITY & STATE:	STATE:	ZIP CODE:
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF SUPPLIER:		
SUPPLIER’S AUTHORIZED SIGNATURE:	DATE:	
CONTACT NAME (if different from above):		
EMAIL ADDRESS	TELEPHONE NUMBER:	

OFFER VALID FOR AT LEAST 90 DAYS FROM DATE OF BID OPENING

CITY OF RALEIGH
NON-DISCRIMINATION ASSURANCES

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

SIGNATURE: _____
(President/Authorized Officer)

TITLE: _____

DATE: _____

CITY OF RALEIGH

BID 274-2026-21-JEJ

TRANSIT BUSES

PRE-BID MEETING

THURSDAY, MAY 7, 2026, 10:00 AM

**CITY OF RALEIGH
222 W. HARGETT ST., CONFERENCE ROOM 503
RALEIGH NC 27601**

A pre-bid meeting will be held at the time and place as stated above to discuss the specifications for the purchase of the above-listed equipment. Attendance at the pre-bid meeting is **not mandatory** for submitting a bid proposal; however, all interested parties should make every attempt to have a representative present.

Questions or information needed for clarification may be emailed prior to the pre-bid meeting to the City of Raleigh Bid Agent at Eric.Johnson@raleighnc.gov or presented in writing at the pre-bid meeting. All items of concern will be discussed at the pre-bid meeting. Any changes to the specifications will be made in the form of an addendum and sent to all potential bidders.

**City of Raleigh
Transit Buses
BID No: 274-2026-21-JEJ**

BID FORM

GROUP	EST QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.1	8	Each	35' Heavy Duty, Low-floor, CNG Propulsion System Bus Per the following requirements and specifications	\$ _____	\$ _____
1.2	30	Each	40' Heavy Duty, Low-floor, CNG Propulsion System Bus Per the following requirements and specifications	\$ _____	\$ _____
1.3	15	Each	60' Heavy Duty, Low-floor, CNG Propulsion System Bus w/5 doors Per the following requirements and specifications	\$ _____	\$ _____
TOTAL EXTENDED PRICE FOR ALL ITEMS				\$ _____	FOB DESTINATION, RALEIGH, NC

NOTICE TO BIDDERS: Do not include taxes in your bid pricing. Any and all tax imposed upon any article on which you are bidding are only to be shown as separate line items on invoices, and in no case are taxes to be included with your bid price. Failure to comply with these conditions will be considered grounds for rejection.

**EMAIL AND FAX COPIES OF BIDS ARE NOT
ACCEPTABLE
POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS
FORM**

COMPANY: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

CITY OF RALEIGH INSTRUCTIONS TO BIDDERS

Carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein.

1. PURPOSE:

The purpose of this document is to provide general and specific information for the use by suppliers in submitting a bid to supply the City of Raleigh with apparatus, supplies, material and equipment, and /or services listed above. All bids and contracts are governed by City policy, and /or by Section 143-129 of the North Carolina General Statutes.

2. BID CONTACT:

Any and all questions, concerns, or request for additional information shall be directed to the City of Raleigh, Procurement Division to the attention of the Bid Agent as indicated below:

Bid Agent: Eric Johnson
 Procurement Analyst
 Email: Eric.Johnson@raleighnc.gov

3. BID SCHEDULE:

Listed below are the dates and times by which stated actions must be taken or completed. The City may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are Eastern standard times.

Action	Time	Date
Bid issued	N/A	April 29, 2026
Pre-Bid Conference	10:00am	May 07, 2026
Deadline for Questions	2:00pm	May 20, 2026
Addendum Issuance	N/A	May 28, 2026
Bids Due	2:00pm	June 23, 2026
Anticipated Award	NA	TBA

4. PRE-BID CONFERENCE:

If a pre-bid meeting is scheduled, the pre-bid meeting will be held at the time and place as stated above to discuss the specifications. Attendance at the pre-bid meeting is **not mandatory** for submitting a bid; however, it is highly encouraged.

Questions or information needed for clarification may be emailed prior to the pre-bid meeting to the Bid Agent as indicated in Section 2 above or presented in writing at the pre-bid meeting. All items of concern will be discussed at the pre-bid meeting. Any changes to the specifications will be made in the form of an addendum and posted to the North Carolina electronic Vendor Portal (eVP) website: <https://evp.nc.gov/>

5. BIDDER QUESTIONS:

The City is not liable for interpretations/misinterpretations or other errors or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the City’s requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the City clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification and technical questions to this bid must be received by the City not later than the bid schedule shown above in Section 3, entitled “Bid Schedule”, for the submittal of written inquires. The Bidders’ failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders’ acceptance of all City’s requirements and terms and conditions. The City shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the North Carolina electronic Vendor Portal (eVP) website: <https://evp.nc.gov/>

6. ADDENDUM:

Bidders are solely responsible for making sure that any and all addenda have been received prior to submission of their bid. The All addenda to this bid issued by the City shall be posted to the North Carolina electronic Vendor Portal (eVP) website:

<https://evp.nc.gov/>. All such addenda shall become part of the bid. **Bidder is to sign any and all addenda issued for the bid and submit it with the bid.** Failure to do so risks rejection of the bid.

7. **HOW TO PREPARE BID:**

Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

- a) **BID FORM:** Submit all prices and offers on the **BID FORM(s)** provided herein. All bid must be submitted and signed by the supplier or his authorized representative with all erasures or corrections initialed and dated by the authorized representative of the proposal.
- b) **SIGNATURE:** All bids must be signed by an authorized official of the company on the Bidders Signature Page. A bid may be rejected if it shows omissions, alterations of form, additions not called for, conditional bid, or any irregularities.
- c) **TAXES:** Do not include taxes in your bid prices. Taxes must be itemized and added to invoices separately when invoicing the City. The City is required to pay sales tax. The City is exempt from Federal Excise Tax and has a Federal Tax number.
- d) **NON-DISCRIMINATION:** The **NON-DISCRIMINATION ASSURANCES** form included in the bid package is a condition of the bid and must be completed and signed by the bidder.
- e) **MWBE POLICY:** The City of Raleigh prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The City of Raleigh encourages participation by certified minority and women-owned businesses. If there are any questions, Contact the MWBE Program Manager, PO BOX 590 Raleigh, NC 27602, mwbe@raleighnc.gov, or 919-996-4330.
- f) **SUSTAINABILITY:** In accordance with the City of Raleigh 2007-2009 City Council Mission Statement, the City recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a diverse, equitable, and vibrant community and economy. The City recognizes that the types of products and services the City buys have inherent social, human health, environmental and economic impacts, and asks that all Suppliers and bidders providing and proposing products and services to the City, be mindful of the City's Sustainability Policy and provide and propose products and services that embody the City's commitment to sustainability whenever possible.
- g) **IRAN DIVESTMENT:**
Bidder certifies that it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- h) **COMPANIES THAT BOYCOTT ISRAEL:**
The bidder certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

8. **HOW TO SUBMIT BID:**

- a) **SUBMIT SEALED BIDS ON THE BID FORM PROVIDED HEREIN.**
- b) **Provide (2) complete sets of your bid on the BID FORM PROVIDED HEREIN in hard copy paper format (on 8-1/2" x 11" size paper, only bound with a single staple in the upper left corner or with a single removable clip—no 3-ring binders) and must be SEALED in an envelope. NO EMAIL OR FAX BIDS WILL BE ACCEPTED.** All Formal Bids (estimated to be greater than \$90,000) must be submitted in a sealed opaque envelope, plainly marked with the bid number, and date and time to be opened as shown below.
- c) All bids must be mailed or delivered as follows in sufficient time to ensure receipt by the Procurement Manager or Bid

Agent on or before the time and the date specified on the Bid Schedule. Bids not received by the time and date specified on the Bid Schedule will not be opened or considered, unless the delay is a result of the negligence of the City of Raleigh, its agents, or assigns.

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ALL OTHER MEANS
City of Raleigh	City of Raleigh
ATTN: Eric Johnson	ATTN: Eric Johnson
PO Box 590	222 W. Hargett Street
Suite 502	Suite 502
Raleigh, NC 27602-0590	Raleigh, NC 27601
Bid No. 274-2022-03-FC	Bid No. 274-2022-03-FC

9. BID OPENING:

- a) All bids will be opened and read at the time and place shown on the Bid cover page. No official award will be made at the Bid Opening. All bidders are welcome to attend the bid opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**
- b) Bidders may not review or request copies of bids at the Bid Opening. A time must be scheduled to meet with the Procurement Manager and/or Bid Agent for this purpose.
- c) Bids will be examined by the Procurement Manager and/or Bid Agent and the using department officials promptly after the opening and an award made at the earliest possible date. No bids may be withdrawn after bid opening.

10. AWARD OF BID:

- d) Standard of Bid Award Acceptance: The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the City of Raleigh. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.
- e) Bid Prices: All items and products proposed in response to this Bid are to be new, in un-used condition unless otherwise noted in the Minimum Specifications. All prices proposed in response to this Bid are to include all transport, freight and fuel surcharges, and be delivered **FOB destination, freight prepaid and allowed** to the location provided on the City Purchase Order. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled and serviced, ready for use and operation. Bidders must submit product literature and manufacturer’s specifications with their bid proposal. All supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, requirements, and guidelines, such as OSHA, EPA, US DOT, NC-DOT, NFPA, UL, etc., if so regulated.
- f) Order of Precedence: In cases of conflict between sections and provisions within the Bid document, the Order of Precedence will be 1) the Special Conditions section specific to the Bid; 2) the Minimum Specifications section specific to the Bid, 3) the City of Raleigh Terms and Conditions; and 4) the Instructions to Bidders section of the Bid document.
- g) Payment Terms: Payment terms of Net 30 days from the date of receipt of invoice, or upon acceptance of goods whichever is later, will apply to all invoices. Payment term discounts will be allowed for prompt payments, but will not be a consideration for award. All invoices are to be emailed to accountspayable@raleighnc.gov , or delivered to **City of Raleigh, Accounts Payable Division, PO Box 590, Raleigh, NC 27602-0590.**
- h) Bid Award Approval: The City Manager has delegated authority from the City Council to award bids for supplies, equipment, and apparatus greater than \$90,000. Bids will be approved and awarded by the City Manager upon the recommendation by the Procurement Manager.

11. OBJECTION TO THE SPECIFICATIONS:

It is not the intent of the bid specifications to exclude or limit competition, or favor any particular supplier or product. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify the City of Raleigh Procurement Manager, in writing, stating and listing the specifications and objections, no later than five (5) working days prior to the bid

opening date. If a pre-bid meeting has been scheduled, any objections must be presented in writing at that time. The objections stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to the City of Raleigh Procurement Manager. Information obtained from other sources will not be considered in the evaluation and award of this bid.

12. SUBMITTING A PROTEST TO THE BID AWARD:

A Bidder wishing to express a concern or complaint, and file a protest to a Bid Award, must submit in writing the reasons, information, and documentation for the protest, to the Procurement Manager within 48 hours from the date of the Notice of Intent to Award. In the event of a protest, the Procurement Manager will notify the Chief Financial Officer and the City Manager of the protest, and provide the information for both the recommended award and the protest. The City Manager will make a final decision for the bid award. The protesting bidder may appeal the decision to the City Council.

13. FAILURE TO BID:

If the bid is not submitted, bidder should return the attached "NO BID RESPONSE" sheet, stating the reasons therefore, and indicate whether the business should be retained or removed from the City's Bidder's list.

14. ERRORS IN BIDS:

Bidders or their authorized representatives are expected to understand the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

15. ALTERNATE BIDS:

DO NOT submit alternate bids unless called for on the bid proposal form. Alternate bids are those that are not identical by manufacturer and model to what is specified or has substantially different specifications. When alternate bids are requested, the bidder must submit documentation as a part of the bid to show that the product is comparable to the item(s) referred to in the specifications. Bidders may submit multiple bids on various manufacturers' brands/models meeting specifications if no specific manufacturer/model has been specified.

16. BID OPTIONS:

The City reserves the right to request pricing on optional equipment or additional items along with the pricing for the main or primary product or items. At the discretion of the City, some or all of the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The Bid Award will be made to the lowest responsible bidder for the main or primary product or items listed on the Bid Proposal Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the Bid Award.

17. QUANTITIES:

The City of Raleigh reserves the right to adjust quantities as needed, and to add additional items and/or products as needed, as determined to be in the best interest of the City. The quantities stated herein, for term or multi-year contracts are estimated, and may change to be more or less over the term of the contract.

18. PRICE ADJUSTMENTS:

For Bids with fixed price purchases, it is the City's intent to award a one-time contract to purchase equipment and includes optional installation.

Any price increase or decrease will be adjusted to the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor, or other appropriate agreed upon price index. The amount of the increase or decrease will be determined by the difference between the latest price index available ninety (90) days prior to the end of the current contract year in effect, and the price index for the same month one year prior.

Any requested price increase must be fully documented and submitted to the Bid Agent or the Procurement Manager at least sixty (60) days prior to the bid contract expiration date. Any approved price adjustment (increase or decrease) will then become effective beginning the next term period.

The City reserves the right to accept or to refuse any documented price adjustment submitted by the Supplier/contractor for any reason as determined to be in the best interest of the City. In the event the City does not accept the proposed price adjustment for

the extended term, the Bid contract will not be renewed, and the City will rebid the product or item(s). Any Bid contract extension is subject to the continuation of need and usage by the City and the appropriation of funds.

19. TRADE SECRETS:

This Bid document and all Bidders' responses and proposals received are considered public information, except for trade secrets specifically identified in writing by the Bidder, which will be handled according to State Statute or other laws. Any section of the bidder's response package that is deemed to be a trade secret by the bidder shall be submitted in an envelope clearly marked "TRADE SECRET INFORMATION- DO NOT DISCLOSE." The City shall make a good faith effort to protect such confidential information.

20. BID TABULATIONS:

Bidders wishing to obtain a bid tabulation prior to the award of the bid may view and download tabulations from the North Carolina electronic Vendor Portal (eVP) website: <https://evp.nc.gov/>. From the City's homepage, select the following in order to view bid tabulations: Business and Development, Bids and RFP's / RFQ's, select the link to the North Carolina Interactive Purchasing System, Search Bid Number, enter the desired bid number, and select Search. Bid tabulations only reflect the bids as read at the time of the bid opening and should not be considered an award.

21. ELECTRONIC PURCHASE ORDERS AND INVOICES:

The City expanded its electronic ordering and payment capabilities with additional eProcurement software that provides an "eMarket" with shopping-cart functionality for use by the City departments. The City's "RPOD Market" makes ordering and requesting purchase orders easier, and improves the efficiency of the City's accounting and payment system through the utilization of electronic methods for the delivery of purchase orders and the receiving of supplier cXML invoices. Jaggaer is the City's eProcurement solution provider.

Supplier must have the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems, preferably Jaggaer's web-based application for electronic delivery and receipt of purchase orders and invoices. There are no fees or costs to suppliers for the use of this application.

Jaggaer will provide the technical requirements to integrate the data necessary to electronically deliver and receive purchase orders from the City and send invoice(s) to the City.

22. TERMS AND CONDITIONS:

Acceptance of the City's Purchase Order includes acceptance of all applicable Terms and Conditions. Please see **Attachment E**. The City of Raleigh Purchase Order Terms & Conditions.

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GENERAL CONDITIONS

1. GENERAL:

The City of Raleigh seeks to establish a five-year contract for the purchase of new heavy-duty transit buses designed to support fixed-route transit operations. The City intends to procure a combination of vehicle types and propulsion technologies to meet current and future service needs, improve operational flexibility, and support long-term fleet sustainability goals.

Buses may include diesel, compressed natural gas (CNG), battery electric, and articulated vehicles. The City anticipates ordering vehicles in multiple lengths, including approximately 35-foot, 40-foot, and 60-foot articulated buses, over the term of the contract. The contract may be used to issue multiple purchase orders during the five-year period, with quantities, propulsion types, and configurations determined based on funding availability, service needs, and fleet replacement schedules. Individual Bid Awards may be made to different bidders based on pricing and availability by bus type/length.

All buses shall be new, unused, current production models specifically designed for heavy-duty transit service and manufactured in the United States in compliance with Buy America requirements. Vehicles must meet or exceed all applicable Federal Transit Administration requirements, Federal Motor Vehicle Safety Standards, and the Americans with Disabilities Act.

The City seeks buses that maximize passenger comfort, safety, accessibility, and reliability, while providing efficient operating characteristics and reasonable lifecycle costs. Vehicles shall incorporate modern design, proven technology, and industry-standard safety features. Buses shall be delivered fully assembled, tested, and ready for revenue service.

These specifications represent minimum requirements. Where specific requirements are not identified, bidders shall describe their standard offering. Any exceptions or deviations from the specifications must be clearly identified and explained in the proposal. Manufacturer literature and technical documentation shall be included as part of the bid. Only proposals for complete vehicles will be accepted.

2. INFORMATION AND DESCRIPTIVE LITERATURE:

Bidder shall furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this bid, each bidder shall submit with their bid all drawings/sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. **Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid.**

3. EXCEPTIONS TAKEN TO SPECIFICATIONS:

Bidders must note clearly any and all exceptions taken to the specifications as an attachment. The specifications were not written to intentionally eliminate any one bidder, but to be used as a guide for the size and quality of the equipment requested. In some instances, a particular manufacturer and model may be specified with or without an approved equal. It is noted that different manufacturers will have differences in engineering and design of equipment. Bidders must note these differences as an "Exception" and attach detail information explaining how the exception is "equal to" or "exceeds" the intent of the specification. All exceptions and items submitted as an equal will be evaluated. The City reserves the right to reject any and all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the City of Raleigh. All Exceptions taken to the specifications must be explained in detail on an attached sheet and submitted with your bid.

4. PRICE SCHEDULE:

Submit all prices on the "Price Schedule" provided herein as Attachment A. All prices must be submitted on the

Price Schedule and included with the supplier's signed bid. Prices for base Buses with standard features and additional options/upgrades are listed herein as Attachment A entitled "Price Schedule." As new technology unfolds, options/upgrades will be updated on Attachment A. The successful Bidder should add sales tax to their invoice when billing the Procuring Agencies, unless a sales tax exemption certificate is presented at time of invoicing on any Purchase Order placed by a Procuring Agency based on the results of this solicitation process.

SPECIAL CONDITIONS

The Special Conditions for the Transit Buses to be provided under Invitation to Bid No. 274-2026-21-JEJ are attached as Attachment F and are incorporated herein.

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ATTACHMENT A: PRICE SCHEDULE

1. BASE BUS WITH STANDARD FEATURES:

ITEM	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.1	35' Heavy Duty, Low-floor, CNG Propulsion System Bus	\$	\$
1.2	40' Heavy Duty, Low-floor, CNG Propulsion System Bus	\$	\$
1.3	60' Heavy duty, Low-floor, CNG Propulsion System Bus 5 door	\$	\$
			\$

1. OPTIONAL EQUIPMENT UPGRADES AND TRAINING:

ITEM	DESCRIPTION	UNIT PRICE
2.1	BRT Style Package	\$
2.2	35' Diesel	\$
2.3	40' Diesel	\$
2.4	35' Battery Electric Propulsion System with 2 weeks onsite training	\$
2.5	40' Battery Electric Propulsion System with 2 weeks onsite training	\$
2.6	60' Battery Electric Propulsion System with 2 weeks onsite training 5 door	\$
2.7	All Electric HVAC	\$
2.8	Air Disc Brakes	\$
2.9	Open Payment farebox equipment	\$
2.10	Additional extended range battery pack for Electric bus	\$

2.11	Operator Training (8 hour class)	\$
2.12	Maintenance Technical Training (24 hour class)	\$
2.13	Complete Set of Maintenance Training Aids	\$
2.14	<p>MOBILE RADIO SYSTEM</p> <p>A separate 2-way radio shall be provided. A12V-40A Direct from Battery & 12V-10A thru ignition electrical circuit shall be provided to between the radio power supply in the electrical cabinet and the control head. A Radio control head mounting plate shall be installed on the right side of the driver's dash in a location to provide easy access for driver operation. A hand-held mic and storage clip shall be provided. Radio must be capable of operating on 800-megahertz system</p>	\$

2.15	<p>GRAPHICS</p> <p>A vinyl wrap shall be installed that matches the current GoRaleigh brand as determined at the pre-production meeting. Two (2) reflective GoRaleigh logos shall be installed on the curbside and streetside panels of the bus. GoRaleigh logos shall be installed on the curbside and streetside of the roof rails.</p>	\$
2.16	Luminator INFO transit internal Digital Display Monitors (2)	\$
2.17	<p>CAD AVL System – System must integrate to the ITS CAD/AVL provided by Clever Devices. Existing products such as CleverCAD, CleverAVM and radio integration systems must be supported.</p> <p>Onboard hardware to include:</p> <ul style="list-style-type: none"> ○ IVN Vehicle Logic Unit ○ Include power/and any/all wiring harness to connect to the IVN unit ○ TCH Transit Control Head ○ URLC Radio Logic Controller ○ Internal LED sign ○ Cellular Router w/2 WLAN cards, 2 cellular? To support Verizon 4G LTE and 5G ○ Single Point log-in to include [at minimum]: Pre-trip/Post-trip, Farebox integration, Destination Sign integration 	\$
2.18	Full Color Optional Destination Signs	\$ \$
2.19	Full Camera System with up to ten (10) cameras and minimum 8 terabyte hard drives [This is a secondary option to bid. Please name product being bid]	\$

2.20	Collision Warning Technology Systems [Provide 2 pricing options] <ul style="list-style-type: none"> • Option One: • Option Two: 	\$ \$
2.21	Intelligent Leveling Technology	\$
2.22	QR/barcode validator/reader also support; NFC (MIFARE / ISO 14443), and Bluetooth validation technologies and is EMV L1 and L2 certified [Provide 2 pricing options]	\$

2. DELIVERY TIME:

ITEM	DESCRIPTION	DAYS ARO
3.1	Maximum number of days for competition and delivery of buses after receiving City Purchase Order.	

NOTICE TO BIDDERS

All Optional pricing includes installation labor.

Do not include taxes in your bid proposal pricing. All tax imposed upon any article on which you are bidding are only to be shown as separate line items on invoices, and in no case are taxes to be included with your bid price.

ATTACHMENT B: REFERENCES FORM

Provide at least three (3) references, other than the City of Raleigh, for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. References shall be checked during the evaluation period to determine that the goods provided are substantially similar to those bid herein and that the supplier's performance has been satisfactory. Information obtained will be considered in evaluation of the bids. Bidders are cautioned to provide accurate information. Misleading information presented in the references may result in a rejection of the proposal.

Agency or Company Name: _____

Business Address: _____

Contact Person: _____

Contact Telephone Number: _____

Contact E-Mail Address: _____

Agency or Company Name: _____

Business Address: _____

Contact Person: _____

Contact Telephone Number: _____

Contact E-Mail Address: _____

Agency or Company Name: _____

Business Address: _____

Contact Person: _____

Contact Telephone Number: _____

Contact E-Mail Address: _____

ATTACHMENT C: VEHICLE TECHNICAL

TECHNICAL INFORMATION FORM

This is needed for the base bus in 60' lengths. **(Check One)**

	1.1	60' Heavy Duty, Low-floor, CNG Propulsion System w/ (8) 85" Type III Fuel Tanks Bus
	1.1.1	60' Heavy Duty, Low-floor, Battery Electric Propulsion System
	1.1.2	60' Heavy Duty, Low-floor, Fuel Cell Propulsion System

A. BUS MANUFACTURER

a. Bus Model: _____

B. UNDERSTRUCTURE MANUFACTURER

a. Model Number: _____

C. BASIC BODY CONSTRUCTION

a. Type: _____

b. Tubing or frame member Thickness & Dimensions:

i. Overstructure _____

ii. Understructure _____

c. Skin Thickness and Material:

i. Roof _____

ii. Sidewall _____

iii. Skirt Panel _____

iv. Front End _____

v. Rear End _____

d. Flooring:

i. Material _____

ii. Thickness _____

iii. Manufacturer _____

e. Fuel Tank(s):

i. Capacity _____

ii. Material _____

iii. Thickness _____

iv. Manufacturer _____

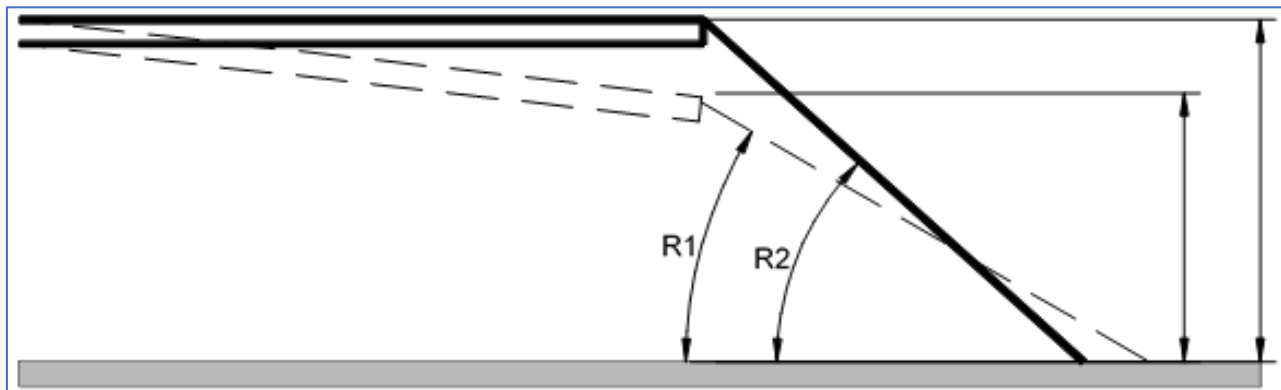
D. DIMENSIONS (See 1.69.11)

a. Overall Length:

i. Over Bumpers _____ Ft. _____ In.

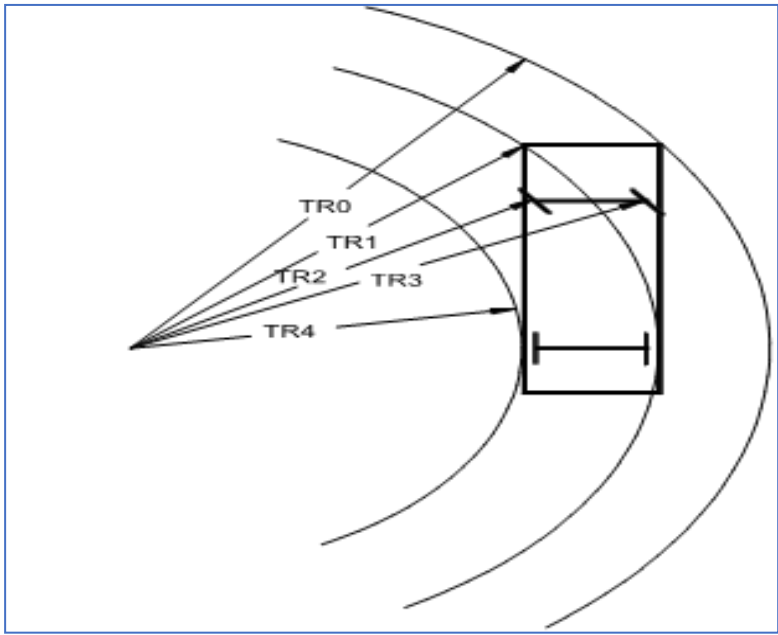
ii. Over Body _____ eFt. _____ In.

- b. Overall Width:
 - i. Over Body excluding Mirrors _____ In.
 - ii. Over Body including Mirrors - driving position _____ In.
- c. Overall Height:
 - i. Overall Height (maximum) _____ In.
 - ii. Overall Height (main roof line) _____ In.
- d. Angle of Approach: _____ Deg.
- e. Breakover Angle: _____ Deg.
- f. Angle of Departure: _____ Deg.
- g. Doorway Dimensions:
 - i. Clear Door Width Front: _____ In. Rear: _____ In.
 - ii. Doorway Height Front: _____ In. Rear: _____ In.
 - iii. Knuckle Clearance Front: _____ In. Rear: _____ In.
- h. Step Height from Ground (measured at center of doorway with bus empty): (See 1.69.11)



- i. Kneeled Front Step _____ In. Rear Step _____ In.
- ii. Unkneeled Front Step _____ In. Rear Step _____ In.

- i. Interior Head Room (center of aisle): (See 1.69.11)
 - i. Front Axle Location _____ In.
 - ii. Drive Axle Location _____ In.
- j. Aisle Width Between Transverse Seats: (min. - See 1.69.11)
 - i. Lower Floor _____ In.
 - ii. Upper Floor _____ In.
- k. Floor Height Above Ground: (centerline of bus – See 1.69.11)
 - i. at Front door _____ In.
 - ii. at Rear door _____ In.
- l. Minimum Ground Clearance: (between bus and ground, with bus unkneeled – See 1.69.11)
 - i. Excluding Axles _____ In.
 - ii. Including Axles _____ In.
- m. Horizontal Turning Envelope: (see diagram below and 1.69.11)
 - i. Outside Body Turning Radius (including bumper), TR0 _____ Ft. _____ In.
 - ii. Front Inner Corner Radius, TR1 _____ Ft. _____ In.
 - iii. Front Wheel Inner Turning Radius, TR2 _____ Ft. _____ In.
 - iv. Front Wheel Outer Turning Radius, TR3 _____ Ft. _____ In.
 - v. Inside Body Turning Radius (including bumper), TR4 _____ Ft. _____ In.



- n. Wheelbase: (See 1.69.11) _____ In.
- o. Passenger Capacity Provided: (1.69.11)
 - i. Total Maximum Seating _____

E. WEIGHT OF BUS (See 1.69.11)

	Front Axle			Rear Axle			TOTAL BUS
	No. of People	Left	Right	Total	Left	Right	
Empty Bus (w/Full Fuel & Farebox)							
Fully Loaded Bus, Standee (w/Full Fuel & Driver)							
Fully Loaded Bus, Standee + Seated (w/Full Fuel & Driver)							
Total							
GVWR							
GAWR							

- F. ENGINE, MAIN (See 1.71)
 - a. Manufacturer: _____
 - b. Type: _____

- c. Model No.: _____
- d. No. of Cylinders: _____
- e. Net S.A.E. Horsepower: _____ HP at _____ RPM
- f. Net S.A.E. Torque: _____ lb. ft. at _____ RPM
- g. Crankcase Oil Capacity: _____ gals.
- h. Turbocharger, Make & Model: _____
- i. Speed at Idle: _____ RPM
- j. Speed at Fast Idle: _____ RPM

G. VOLTAGE REGULATOR

- a. Manufacturer: _____
- b. Model: _____

H. VOLTAGE EQUALIZER

- a. Manufacturer: _____
- b. Model: _____

I. ALTERNATOR

- a. Manufacturer: _____
- b. Type: _____
- c. Model: _____
- d. Output at Idle: _____ Amps
- e. Output at Maximum Speed: _____ Amps
- f. Maximum Warranted Speed: _____ rpm
- g. Speed at Idle: _____ rpm
- h. Drive Type: _____

J. STARTER MOTOR

- a. Manufacturer: _____
- b. Type: _____
- c. Model: _____

K. COOLING SYSTEM (See 1.71.4)

- a. Radiator/Charge Air Cooler:
 - i. Manufacturer _____ / _____
 - ii. Type _____ / _____
 - iii. Model Number _____ / _____
 - iv. Number of Tubes _____ / _____
 - v. Tubes Outer Diameter _____ In. / _____ In.
 - vi. Fins Per Inch _____ Fins / _____ Fins
 - vii. Fin Thickness _____ In. / _____ In.
- b. Total Cooling and Heating System Capacity: _____ Gals.
- c. Radiator Fan Speed Control: _____ Type
- d. Surge Tank, Capacity: _____ Qt.
- e. Engine Thermostat Temperature Setting:
 - i. Initial Opening _____ °F
 - ii. Fully Closed _____ °F
- f. Overheat Alarm Temperature Sending Unit setting: _____ °F
- g. Shutdown Temperature Setting: _____ °F

L. TRANSMISSION (See 1.71.6)

- a. Manufacturer: _____
- b. Type: _____
- c. Model Number: _____
- d. Speeds: _____
- e. Gear Ratios: _____ Forward _____ Reverse
- f. Shift Speeds:
 - i. 1st – 2nd _____ mph
 - ii. 2nd – 3rd _____ mph
 - iii. 3rd – 4th _____ mph
 - iv. 4th – 5th (if applicable) _____ mph
 - v. 5th – 6th (if applicable) _____ mph
- g. Fluid Capacity (Including heat exchanger and filters): _____

M. AXLE, REAR (See 1.70.3)

- a. Manufacturer: _____
- b. Type: _____
- c. Model Number: _____
- d. Gross Axle Weight Rating: _____ lbs.
- e. Axle Load: _____ lbs.
- f. Axle Ratio: _____

N. SUSPENSION SYSTEM (See 1.70)

- a. Manufacturer: _____
- b. Type:
 - i. Front _____
 - ii. Rear _____
- c. Springs:
 - i. Front _____
 - ii. Rear _____

O. WHEELS AND TIRES

- a. Wheels: (See 1.70.4)
 - i. Make _____
 - ii. Capacity _____ lbs.
 - iii. Material _____
- b. Tires: (See 1.70.4)
 - i. Manufacturer _____
 - ii. Type _____
 - iii. Size _____
 - iv. Load Range/Air Press _____ lbs./psi

P. AXLE, FRONT (See 1.70.2)

- a. Manufacturer: _____
- b. Type: _____
- c. Model Number: _____
- d. Gross Axle Weight Rating: _____ lbs.
- e. Axle Load: _____ lbs.

Q. STEERING, POWER (See 1.70.6)

- a. Pump:
 - i. Manufacturer & Model No. _____
 - ii. Type _____
 - iii. Relief Pressure _____ psi

- b. Booster/Gear Box:
 - i. Manufacturer & Model No. _____
 - ii. Type _____
 - iii. Ratio _____
- c. Power Steering Fluid Capacity: _____ gals
- d. Maximum Effort at Steering Wheel: _____ lbs. (unloaded stationary coach on dry asphalt pavement)
- e. Steering Wheel Diameter: _____ In.

R. BRAKES (See 1.70.5)

- a. Make of Fundamental Brake System: _____
- b. Brake Chambers Vendor's Size & Part No:
 - i. Front _____
 - ii. Rear _____
- c. Brake Operation Effort: _____
- d. Slack Adjuster's Vendor's Type & Part No:
 - i. Front, Right _____
 - ii. Front, Left _____
 - iii. Rear, Right _____
 - iv. Rear, Left _____
 - v. Length:
 - 1. Front Take-up _____ In.
 - 2. Rear Take-up _____ In.
- e. Brake Drums/Discs
 - i. Front:
 - 1. Manufacturer _____
 - 2. Part Number _____
 - 3. Diameter _____ In.
 - ii. Rear:
 - 1. Manufacturer _____
 - 2. Part Number _____
 - 3. Diameter _____ In.
- f. Brake Lining Manufacturer:
 - i. Type _____
- g. Brake Lining Identification:
 - i. Front, Forward _____
 - ii. Front, Reverse _____
 - iii. Rear, Forward _____
 - iv. Rear, Reverse _____
- h. Brake Linings Per Shoe:
 - i. Front _____
 - ii. Rear _____
- i. Brake Lining Widths:
 - i. Front _____ In.
 - ii. Rear _____ In.
- j. Brake Lining Lengths:
 - i. Front _____ In.
 - ii. Rear _____ In.
- k. Brake Lining Thickness: _____ In.
- l. Brake Lining Area Per Axle:
 - i. Front _____ Sq. In.
 - ii. Rear _____ Sq. In.

S. AIR COMPRESSOR: (See 5.3.4)

- a. Manufacturer: _____
- b. Type: _____
- c. Rated Capacity: _____ cfm
- d. Capacity, at Idle: _____ cfm
- e. Capacity, at Maximum Speed: _____ cfm
- f. Maximum Warranted Speed: _____ rpm
- g. Speed Idle: _____ rpm
- h. Drive Type: _____ rpm
- i. Governor:
 - i. Cut-in Pressure _____ psi
 - ii. Cut-Out Pressure _____ psi

T. AIR RESERVOIR CAPACITY

- a. Supply Reservoir: _____ Cu. In.
- b. Primary Reservoir: _____ Cu. In.
- c. Secondary Reservoir: _____ Cu. In.
- d. Parking Reservoir: _____ Cu. In.

U. PASSENGER INTERIOR LIGHTING (See 1.73.26)

- a. Manufacturer: _____
- b. Type: _____
- c. Number of Fixtures: _____
- d. Size of Fixtures: _____
- e. Power Pack: _____

V. DOORS

- a. Front:
 - i. Mfr. of Operating Equipment _____
 - ii. Type of Door _____
 - iii. Type of Operating Equipment _____
- b. Rear:
 - i. Mfr. of Operating Equipment _____
 - ii. Type of Door _____
 - iii. Type of Operating Equipment _____

W. SEATS

- a. Passenger Seats: (See 1.73.6)
 - i. Manufacturer _____
 - ii. Model _____
- b. Driver's Seat: (See 1.73.5)
 - i. Manufacturer _____
 - ii. Model _____

X. WHEELCHAIR RAMP EQUIPMENT (See 1.73.7)

- a. Manufacturer & Model No.: _____
- b. Type: _____
- c. Capacity: _____ Lbs.
- d. Dimensions:
 - i. Width of Platform _____ In.
 - ii. Length of Platform _____ In.

Y. WHEELCHAIR SECUREMENT EQUIPMENT (See 1.73.8)

a. Manufacturer & Model No.: _____

Z. MIRRORS (See 1.73.31 - 33)

	<u>Size</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Mfg. Part #</u>	<u>Model No.</u>
a. Right Side Exterior	_____	_____	_____	_____	_____
b. Left Side Exterior	_____	_____	_____	_____	_____
c. Left Side Exterior	_____	_____	_____	_____	_____
d. Center Rearview	_____	_____	_____	_____	_____
e. Front Entrance Area	_____	_____	_____	_____	_____
f. Upper-Right Hand Corner	_____	_____	_____	_____	_____
g. Rear Exit Area	_____	_____	_____	_____	_____

AA. PASSENGER WINDOWS (See 1.73.3)

- a. Manufacturer: _____
- b. Model: _____
- c. Type: _____
- d. Number:
 - i. Side _____
 - ii. Rear _____
- e. Sizes: _____
- f. Glazing:
 - i. Type _____
 - ii. Thickness _____
 - iii. Color of Tint _____
 - iv. Light Transmission _____

BB. HEATING, VENTILATING AND AIR CONDITIONING EQUIPMENT (See 1.75)

- a. Heating System Capacity: _____ B.T.U.
- b. Air Conditioning Capacity: _____ B.T.U.
- c. Ventilating Capacity: _____ cfm
- d. Compressor:
 - i. Manufacturer & Model _____
 - ii. No. of Cylinders _____
 - iii. Drive Ratio _____
 - iv. Max. Warranted Speed _____ r.p.m.
 - v. Operating Speed _____ r.p.m.
 - vi. Weigh _____ lbs.
 - vii. Oil Capacity:
 - 1. Dry _____ gals.
 - 2. Wet _____ gals.
 - viii. Refrigerant Type _____ lbs.
- e. Condenser:

- i. Manufacturer & Model _____
 - ii. No. of Rows _____
 - iii. No. of Fins/In. _____
 - iv. O.D. of Tube _____ In.
 - v. Fin Thickness _____ In.
- f. Condenser Fan:
 - i. Manufacturer & Model _____
 - ii. Fan Diameter _____ In.
 - iii. Speed Maximum _____ RPM
 - iv. Flow Rate (maximum) _____ CFM
- g. Receiver:
 - i. Manufacturer & Model _____
 - ii. Capacity _____ Lbs.
- h. Condenser Fan Drive Motors:
 - i. Manufacturer _____
 - ii. Model _____
 - iii. Type _____
 - iv. Horse Power _____ HP
 - v. Operating Speed _____ r.p.m.
- i. Evaporator Fan Drive Motors:
 - i. Manufacturer _____
 - ii. Model _____
 - iii. Type _____
 - iv. Horse Power _____ HP
 - v. Operating Speed _____ r.p.m.
- j. Evaporator(s):
 - i. Manufacturer & Model _____
 - ii. Number of Rows _____
 - iii. No. of Fins/In. _____
 - iv. Outer Diameter of Tube _____
 - v. Fin Thickness _____ In.
 - vi. Number of Evaporator _____
- k. Expansion Valve:
 - i. Manufacturer & Model _____
- l. Filter-Drier:
 - i. Manufacturer & Model _____
- m. Heater Cores:
 - i. Manufacturer & Model _____
 - ii. Capacity _____ B.T.U.
 - iii. Number of Rows _____
 - iv. Number of Fins/In. _____
 - v. Outer Diameter of Tube _____ In.
 - vi. Fin Thickness _____ In.
 - vii. Number of Heater Cores _____
- n. Controls:
 - i. Manufacturer & Model _____
 - ii. Type _____
- o. Driver's Heater:
 - i. Manufacturer _____
 - ii. Model No. _____
 - iii. Capacity _____ B.T.U.
- p. Ventilation System:
 - i. Type _____
- q. Coolant Heater:
 - i. Make & Model _____

ii. Capacity _____ B.T.U.

CC. DESTINATION SIGNS (See 1.76.1)

- a. Manufacturer: _____
- b. Type: _____
- c. Character Length:
 - i. Front Destination _____ In.
 - ii. Front Run Number _____ In.
 - iii. Side Destination _____ In.
 - iv. Rear Route _____ In.
- d. Character Height:
 - i. Front Destination _____ In.
 - ii. Front Run Number _____ In.
 - iii. Side Destination _____ In.
 - iv. Rear Route _____ In.
- e. Number of Characters:
 - i. Front Destination _____ In.
 - ii. Front Run Number _____ In.
 - iii. Side Destination _____ In.
 - iv. Rear Route _____ In.
 - v. Rear _____ In.
- f. Message Width:
 - i. Front Destination _____ In.
 - ii. Front Run Number _____ In.
 - iii. Side Destination _____ In.
 - iv. Rear Route _____ In.

DD. COMMUNICATION SYSTEM - GPS (See 1.76.4)

- a. Manufacturer: _____
- b. Model No.: _____

EE. P.A. SYSTEM (See 1.76.4)

- i. Manufacturer _____
- ii. Model No. _____
- b. Microphone:
 - i. Manufacturer _____
 - ii. Model No. _____
- c. Int. Speakers:
 - i. Manufacturer _____
 - ii. Model No. _____
- d. Ext. Speaker:
 - i. Manufacturer _____
 - ii. Model No. _____

FF. ELECTRICAL (See 1.76.4)

- a. Multiplex System:
 - i. Manufacturer _____
 - ii. Model No. _____

GG. BATTERIES (See 1.74.1)

- a. Manufacturer: _____
- b. Model No.: _____
- c. Type: _____

HH. PAINT (see 1.77.4)

- a. Exterior Paint:
 - i. Manufacturer _____

ii. Paint Code No. _____

ATTACHMENT D: FEDERAL AND STATE PROVISIONS AND REQUIREMENTS

1. GENERAL

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (19), dated October 1, 2012; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

THE FOLLOWING TERMS MAY BE USED SYNONYMOUSLY:

- **“BIDDER” AND “CONTRACTOR.”**
- **“PURCHASER”, “PROCURING AGENCY” AND “OWNER”**

2. FEDERAL CHANGES

Contractor shall at all times comply with all applicable Federal Transit Administration (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 comply shall constitute a material breach of this contract. FTA's new authorizing legislation, MAP-21 made significant changes to FTA's public transportation programs.

a. MAP-21 requirements apply to:

- i. New grants and cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs, and
 - ii. Amendments to existing cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs,
- #### **b. Fiscal Year 2012 and previous fiscal year funding requirements apply as follows:**
- i. In some instances, as determined by FTA, previous program requirements apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds, but
 - ii. In other instances, as determined by FTA, MAP-21 program requirements (including MAP-21 “cross-cutting requirements” identified in section 43 of this Master Agreement) apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds.

3. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by Federal law, the City of Raleigh agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source. While no specific grants yet exist, federal funding assistance of up to eighty (80%) percent may be provided for purchases in this Request for Bids.

4. DEFINITIONS

- a. Third Party Agreement, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:
 - i. Third party contracts,
 - ii. Leases,
 - iii. Third party subcontracts; and
 - iv. Other similar arrangements or agreements.
- b. Third Party Participant, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:
 - i. Third party contractors,
 - ii. Lessees,
 - iii. Third party subcontractors, and
 - iv. Other participants in the Project

5. CONFLICT OF INTEREST

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be

involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

6. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104- 65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions o the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT D-1 (attach Standard Form- LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

7. CIVIL RIGHTS

a. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C.

§ 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- i. The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

b. Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

- i. Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act, 28 C.F.R. § 50.3, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- ii. Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

c. Nondiscrimination On The Basis Of Age

The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing 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, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

d. Nondiscrimination on The Basis Of Sex

The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

e. Access for Individuals with Disabilities

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29

U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42

U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- i. U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- ii. U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- iii. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- iv. U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- v. U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- vi. U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- vii. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- viii. U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- ix. U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- x. FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- xi. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

f. Access to Services for Persons with Limited English Proficiency

The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

g. DOT Order 5610.2.

The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 et seq., April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections

To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the

Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Other Nondiscrimination Laws

The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

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

8. DISADVANTAGED BUSINESS ENTERPRISES

Pursuant to 49 CFR 26.49, the Contractor, as a condition of being authorized to respond to this solicitation, must certify that it has filed with the Federal Transit Administration (FTA) an approved or not disapproved annual Disadvantaged Business Enterprise (DBE) subcontracting participation goal. **The requisite “Transit Vehicle Manufacturer's Certification” is included as ATTACHMENT D-2 and MUST be completed and executed for ALL contracts and submitted with the bid or quote.**

A BID OR QUOTE THAT IS SUBMITTED WITHOUT THE CERTIFICATION WILL NOT BE CONSIDERED FOR AWARD.

9. CLEAN AIR ACT

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

10. CLEAN WATER

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377, The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. ENVIRONMENTAL PROTECTION

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S. C. § 5159, if applicable); Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5323(c)(2), as amended by MAP-21, ; U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40

C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to

environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser’s responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, “Environmental Review Process (Public Law 109-59),” 71 Fed. Reg. 66576 et seq. November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

12. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

13. CARGO PREFERENCE

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has

knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform the Owner, so that additional requirements and clauses may be attached to this Contract.

14. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. § 5323(j), as amended by MAP-21 and 49 C.F.R. part 661, to the extent consistent with MAP-21, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with MAP-21, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device, which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. Rolling stock includes: buses, other vehicles used in transportation, train control equipment, communication equipment, and traction power equipment.

Effective July 24, 1995 small purchases (under the \$100,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

These regulations require, as a matter of responsiveness, that the Bidder submit to the purchaser the appropriate Buy America certification, ATTACHMENT D-3 or D-4 (but not both), with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.

BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (D-3 or D-4) SHALL BE SUBMITTED.

15. FLY AMERICA

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

16. DEBARMENT AND SUSPENSIONS

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR

180, Subpart C in any lower tier covered transaction it enters into.

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

- a. The certification in this clause is a material representation of fact relied upon by the Procuring Agency. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Procuring Agency, 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 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- b. The Procuring Agency agrees and assures that its third-party contractors and lessees will review the "Excluded Parties Listing System" at <https://www.sam.gov> before entering into any sub-agreement, lease or third-party contract.
- c. The Procuring Agency will be reviewing all third-party contractors under the Excluded Parties Listing System at <https://www.sam.gov> before entering into any contracts.

The requisite Debarment and Suspension Certification is included as ATTACHMENT D-5 (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

17. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES 49 U.S.C. Section 5323(m), as amended by MAP-21 and FTA's implementing regulation 49 CFR Part 663, dated September 24, 1991, and, when promulgated, any amendments to those regulations, require all recipients purchasing vehicles carrying passengers to conduct pre-award and post-delivery audits.

a. **Pre-Award Audit:**

The two lowest bidders, determined at bid opening, will be required to submit the following information within three working days of the Purchaser's request. Pre-award information may also be submitted with the bid.

- i. Buy America Requirements: (for contracts of \$100,000 and more)
The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 14. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that 60% of the cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:
 1. the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
 2. the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and
 3. a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;
- ii. Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases)
The Contractor shall submit:
 1. the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
 2. the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.
- iii. Solicitation Specification Requirements:
The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

b. **Post-Delivery Audit:**

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

The two lowest bidders, determined at bid opening, will be required to submit the Pre-Audit information within three (3) working days of the Purchaser's request. This information may also be submitted with the bid. This pre-award audit information is required to be eligible for award of the bid. Failure to comply with this requirement shall be cause for rejection of the bid.

18. GEOGRAPHIC PREFERENCE

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in- State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

19. TERMINATION OR CANCELLATION OF CONTRACT

Termination or cancellation of the contract, in whole or in part, may be determined by the project if it is in the best interest of the project. A notice of termination shall be delivered to the Contractor, specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid for work that has been performed and completed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid. A 30-day notice of termination shall be required.

20. BREACH OF CONTRACT

If the Contractor fails to make delivery of the equipment, supplies, or services within the specified terms of the contract, or fails to perform within the provisions of the contract, the contract may be terminated by reason of default or breach. A written notice of default or breach of contract shall be presented to the Contractor within three (3) working days of such failure. The Contractor will only be paid the contract price for equipment, supplies, or services delivered and accepted in accordance with the requirements set forth in the contract.

If it is determined 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 Owner, 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.

The Owner in its sole discretion may, in the case of breach of contract, allow the Contractor a specified period of time in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions.

If Contractor fails to remedy to the Owner's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within twenty (20) days after written notice from the Owner setting forth the nature of said breach or default, the Owner 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 Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

21. RESOLUTION OF DISPUTES

- a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.
- b. Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.
- e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

22. PROTEST PROCEDURES

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures

upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NC Dot). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NC Dot. Reviews of protests by the NC Dot will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NC Dot must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

23. NONCONSTRUCTION EMPLOYEE PROTECTION REQUIREMENTS Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing 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.

- a. **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.
- b. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor 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 (a) 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 (a) of this section.
- c. **Withholding for unpaid wages and liquidated damages** - The Owner 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 (b) of this section.
- d. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section.
- e. **Payrolls and basic records** - 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.

24. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal

Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- b. 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.

25. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. 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.
- b. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.
- c. 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 provision

26. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5310, 5311, 5316, or 5317.

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

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

27. BUS TESTING PROGRAM

The Contractor [Manufacturer] agrees to comply with FTA regulations, "Bus Testing," 49 C.F.R. part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended by MAP-21 and shall perform the following:

- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- b. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall

provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

- d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

The Bus Testing Certification provided herein as ATTACHMENT D-6 must be completed and submitted to the City prior to the award of the contract.

28. STATE AND LOCAL DISCLAIMER

The use of many of the suggested clauses are not governed by Federal law but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantee's procurement documents, the grantees should consult with their local attorney.

29. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

30. HOLD HARMLESS

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Purchaser/Owner of this Purchase Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

The Contractor represents and warrants that it shall make no claim of any kind or nature against the Purchaser or its agents who are involved in the delivery or processing of contractor goods to the Purchaser. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

31. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, 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, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety

The Contractor is encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving company-owned or rented vehicles; privately-owned vehicles when on official project related business or when performing any work for or on behalf of the project; or any vehicle, on or off duty, and using an electronic device.
- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Definitions

- i. "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- ii. "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

32. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support procurements using exclusionary or discriminatory specifications.

33. METRIC SYSTEM

To the extent required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Sect. 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Sect. 205a; and other regulations, guidelines and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

34. SENSITIVE SECURITY INFORMATION

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

ATTACHMENT D-1 CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids exceeding \$100,000.)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that: (Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (PL 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this _____ day of _____, 20_, in the State of

_____ ; and the County of _____

Notary Public

My Appointment Expires _____

ATTACHMENT D-2

TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF COMPLIANCE WITH 49 CFR PART 26.49

(To be submitted with all bids. A bid, which does not include this certification, will not be eligible for award.)

This procurement is subject to the provisions of 49 CFR, Part 26.49. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

_____, a TVM, hereby certifies that it has complied with the requirement of (Name of Manufacturer)

49 CFR Part 26.49 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year _____, October 1 _____, to September 30, _____ and have been approved or not disapproved by FTA.

OR

_____, hereby certifies that the Manufacturer of the transit vehicle to be supplied, (Name of Dealer/Distributor)

_____, has complied with the above-referenced requirement of 49 CFR Part 26.49. (Name of Manufacturer)

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT D-3
CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment D-4, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT D-4

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment D-3, will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j) but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT D-5
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

1. The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT D-6
CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

(To be submitted with all bids.)

The undersigned certifies that the vehicles offered in this procurement comply and will, when delivered, comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665, and any amendments thereto, according to one of the following three alternatives.

(Indicate with an "X" only one of the following statements.)

1. The vehicles offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Bid. If the configuration or components are not identical, the manufacturer shall provide with its Bid a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. The vehicles offered are a new model, or with a major change in configuration or components to be acquired and will be tested and the full bus testing report(s) and any applicable partial testing report(s) will be submitted to the Purchaser before final acceptance of the first vehicle.
3. The manufacturer represents that the vehicles offered are "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components) and submits with this Bid the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
4. The manufacturer represents that the vehicles offered are not required to be bus tested.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public

My Appointment Expires

**ATTACHMENT E
CITY OF RALEIGH PURCHASE ORDER TERMS AND CONDITIONS**

CITY OF RALEIGH PURCHASE ORDER TERMS & CONDITIONS

The City of Raleigh Purchase Order Terms & Conditions exclusively governs this purchase.

1. All invoices are to be sent by email to: accountspayable@raleighnc.gov. Or, mail or deliver all invoices to the **City of Raleigh, Accounts Payable, PO Box 590, Raleigh NC 27602-0590**.
2. **Important: All invoices must include a unique invoice number and this Purchase Order number.** Invoices submitted without the unique invoice number or without the correct purchase order number will result in delayed payment.
3. Invoices for partial deliveries must be indicated as such.
4. The Supplier must provide separate invoices for each Purchase Order number.
5. **The City of Raleigh is not exempt from North Carolina State Sales Tax, Wake County Sales Tax, and Wake County Prepared Meals and Hotel Room Taxes.** These taxes must be correctly invoiced to the City for payment. Taxes shown on the purchase order are approximate.
6. The City of Raleigh is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request.
7. Payment term discounts will be deducted as provided for on the front of this Purchase Order or in accordance with the terms of your official quotation or bid. **Net purchases will be paid 30 days from the date of your invoice, or upon acceptance of goods whichever is later.**
8. **Important: All packages must bear the correct Purchase Order number on the outside of each package or shipping container.**
9. The City of Raleigh will not be responsible for any goods delivered without a Purchase Order having been issued.
10. The conditions of this order cannot be modified except by written amendment in the form of a "Corrected Purchase Order" which has been approved by the City of Raleigh's Purchasing Manager.
11. Any rejected materials will be returned to the Supplier at the Supplier's risk and expense.
12. In the event of a Supplier's failure to deliver or perform as specified, the City reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Supplier agrees that the City may return part or all of any shipment and may charge the Supplier with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
13. In case of default of the contractor, the City may procure the articles or services from other sources and charge the Supplier damages for any excess costs or other damages caused by the default.
14. It is agreed that the goods, materials, equipment or services provided shall comply with all Federal, State or local laws, and that the Supplier shall defend actions or claims brought, and save harmless the City, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
15. All prices must be F.O.B. Destination and delivered to the destination indicated on the front of the purchase order. Where specific purchase is quoted or negotiated F.O.B. Shipping Point, the Supplier is to prepay the shipping charges and add them to the invoice.
16. The risk of loss and damage to the goods which are the subject of this order shall be the Supplier's until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative.
17. The Supplier acknowledges that it is the policy of the City of Raleigh to avoid commercial promotion of products used by the City or the Suppliers of such products. The Supplier accordingly agrees not to solicit, use, or disseminate commercial advertisement founded upon the City's purchase and/or use of the goods which are the subject of this order, and specifically agrees not to seek or use for advertising purposes the endorsement of goods or products by City officers or employees.
18. The City may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous customer, practice or course of dealing to the contrary. **Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.**
19. All matters relating to this Purchase Order shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
Notwithstanding any other provisions of this Purchase Order, this Purchase Order and all materials submitted to the City by the Supplier are subject to the public records laws of the State of North Carolina and it is the responsibility of the Supplier to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Supplier understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Purchase Order. To the extent that any other provisions of this Purchase Order conflict with this paragraph, the provisions of this section shall control.
20. **Non-discrimination** - To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with

reference to the subject matter of this Contract.

21. **Insurance** – If performing services under this Purchase Order the Supplier agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Purchase Order the following coverages and limits. The requirements contained herein, as well as City’s review or acceptance of insurance maintained by Supplier is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Supplier under this Purchase Order:

- a. **Workers’ Compensation Insurance** - Supplier agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.
- b. **Commercial General Liability** - Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. **Commercial Automobile Liability** - Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Supplier does not own automobiles, Supplier agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Purchase Order and/or are brought on a COR site.
- d. **Additional Insured** - Supplier agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Raleigh as its interest may appear’.
- e. **Umbrella or Excess Liability** - Supplier may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Supplier agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.
- f. **Professional Liability** - Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

The City reserves the right to require a Certificate of Insurance meeting the minimum coverage and requirements of this section. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Supplier’s insurer. If Supplier receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Supplier agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

City of Raleigh

Post Office Box 590 Raleigh, NC 27602-0590

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

Indemnity – To the fullest extent permitted by law, except to the extent caused by the sole negligence or willful misconduct of the City, the Supplier shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Purchase Order, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Supplier in the performance of this Purchase Order. This representation and warranty shall survive the termination or expiration of this Purchase Order. The Supplier shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Purchase Order.

22. **Intellectual Property** - All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under this Purchase Order shall be the property of the City. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Supplier’s performance of services under this Purchase Order shall vest in the City. Works of authorship and contributions to works of authorship created by the Supplier’s performance of services under this Purchase Order are hereby agreed to be ‘works made for hire’ within the meaning of 17 U.S.C. 201.

23. **Force Majeure** - Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Purchase Order, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Purchase Order must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Purchase Order by this provision.

24. **Cancellation** - The City may terminate this Purchase Order at any time by providing written notice to the Supplier. Supplier shall cease performance immediately upon receipt of such notice. In the event of early termination, Supplier shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Supplier

under this section exceed the total amount due Supplier under this Purchase Order.

25. **Miscellaneous** - The Supplier shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Purchase Order, and will reimburse the City for the replacement value of its loss or damage. The Supplier shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Supplier represents that it has, or will secure at its own expense, all personnel required in performing the services under this Purchase Order. Such employees shall not be employees of or have any individual contractual relationship with the City.

26. **E-Verify** - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS

§64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

27. **Iran Divestment Act Certification** – Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

28. **Companies Boycotting Israel Divestment Act Certification** - Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.



“NO BID” RESPONSE

If you are not submitting a bid proposal, please complete this form and email it to Eric.Johnson@raleighnc.gov as soon as possible. This information will help the City understand why you are unable to submit a bid and help identify if changes are necessary to the bid document and/or the specifications for future bids. Please indicate below whether you wish to remain on the City of Raleigh’s Bidders list for this item(s). Please check all that apply.

-
- Cannot meet specifications as written
 - Did not have enough time to prepare bid proposal
 - Did not have enough time to acquire Bid Bond (only if required)
 - Bid was mailed to wrong address, person, or location
 - Company does not provide Bid Bonds (only if required)
 - Company does not sell or distribute the item(s) included in this proposal
 - Company does not sell direct to end user
 - Company cannot sell in a protected area where another distributor has exclusive sales rights
 - Do not agree with the City of Raleigh’s “Terms and Conditions”
 - Do not agree with the City of Raleigh’s Non-Discrimination Policy
 - Do not feel company can offer a competitive price for what is being specified
 - Other: Please explain: _____
 - Please keep us on your Bidder’s List
 - PLEASE REMOVE** us from your Bidder’s List for this item.

BID NO: _____ BID NAME: _____

COMPANY NAME: _____ DATE: _____

CONTACT NAME: _____ TITLE: _____

TELEPHONE NO.: _____ EMAIL: _____