Go Durham
Request For Quotes #16-225
Employee Uniform Rental

January 5, 2016

Let's Go, Durham!
DATA is now GO Durham

Proposal Submission Deadline:	**3:00 PM on January 18, 2016**
Submission Physical Location:	**Go Durham** **Administrative Offices** **1903 Fay Street** **Durham, NC 27704**
Submission Mailing Address:	**Go Durham/DCTC** **Administrative Offices** **1903 Fay Street** **Durham, NC 27704** **Mike Brown, AGM/Administrator** **T: 919-560-1545** **F: 919-560-3000** **Email: mike.brown@dctc-data.org**

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REQUEST FOR PROPOSAL
Employee Uniform Rental

Go Durham is seeking a qualified vendor(s) to provide Mechanic/Service Attendant Uniform Rental items as depicted here in the Scope of Work.

In addition, Go Durham makes no commitment to purchase any products or services or take any other action, including but not limited to, awarding a contract to the Supplier submitting the lowest responsive and responsible quote. Go Durham reserves the right to amend or cancel this RFQ at any time for any or no reason. All amendments responsible to this RFQ shall be in writing.

2.1 INTRODUCTION

This scope of work defines the requirements for Go Durham Uniform Product Rental. Uniforms, mats, and rags are needed within the Go Durham Bus Operations & Maintenance Facility. Go Durham utilizes a uniform rental agreement to provide garments to Mechanics, Service Attendants, Facility Attendants, and Maintenance Supervisors.

2.2 UNIFORM RENTAL PROGRAM REQUIREMENTS

Respondents shall be required to provide uniforms for approximately (13) mechanics, (6) service attendants, (5) facility attendants and (8) supervisors through a contract period for three (3) year with an option to renew for two (2) additional one (1) year periods by consent of both parties. Due to employment fluctuation this number of uniforms isn't a guaranteed minimum or maximum.

Uniform Trousers

- 65% polyester 35% black cargo pants.
- Uniform material option of cotton.

Uniform Shirts

- Uniform Shirts are to be short and long sleeve with 65% polyester 35% cotton.
- Uniform material option of cotton.
- High visibility shirts shall be charcoal gray in color with lime green color high visibility stripes centered on garment sleeves.
- Each uniform shirt shall have a name tag sewn above the right breast pocket. Respondents shall supply name tags.
- A Go Durham logo embroidered patch shall be sewn above the left breast pocket. Logos shall be supplied by Respondents.
- The color of the shirts is charcoal gray.
- ASE patches shall be sewn on upper left sleeve of shirt and provided by employee.

Maintenance (Work) Jackets

- Charcoal work jacket shall have lime green high visibility stripes centered on garment sleeves.
- Work jacket shall have name tag sewn above the right chest area.

- Shell 65% polyester and 35% cotton
- Inside 50% polyurethane, 38% nylon, and 12% polyester
- Style slash pocket jacket, solid brass zipper, waist length
- Pocket: Two lower inset slash pockets and utility pocket on left sleeve
- Jacket shall meet ANSI standards.
- A Go Durham logo patch shall be sewn above the left breast pocket.
- ASE patches shall be sewn on upper left sleeve of jacket and provided by employee

High Visibility Jackets

- Water repellant jacket
- Shell 100% nylon/polyester with water repellent finish
- Zip in lining
- Front inside lining pocket and two lower pockets
- Jacket shall meet ANSI standards.
- High visibility jacket. High visibility stripes shall be centered on garment sleeves.
- Embroidered Go Durham logo right chest.
- The color of the jacket shall be lime and black.

- Each new employee shall receive new sets of uniforms, work jacket, high visibility jacket, and coveralls.

- Each employee shall be allowed six (6) sets of uniforms, one (1) coverall and one (1) jacket laundered per week.

- Uniforms which become worn beyond repair before the end of the contract shall be replaced with new garments **at no additional charge to Go Durham.**

- Respondents shall be responsible for delivering clean uniforms on a weekly schedule. Soiled uniforms shall be picked up at the Go Durham on the same day clean uniforms are delivered. Date of delivery/pickup shall be determined and agreed upon prior to contract start time. The agreed upon date must stay consistent throughout the term of the contract.

- Respondents shall be responsible for keeping uniforms in good repair for the duration of the contract.

- Respondents shall be responsible for measuring each employee and for making any requested or necessary alterations **at no additional charge to Go Durham.**

Go Durham will provide logo artwork and PMS colors for all patching and embroidering work.

2.3 MECHANICS SPECIFIC REQUIREMENTS

- Twelve (12) uniforms to consist of shirts and pants.
- One (1) regular coverall with lime green high visibility striping.
- One (1) Work jacket with lime green high visibility striping
- One (1) High visibility water-repellent jacket

2.4 SERVICE ATTENDANTS SPECIFIC REQUIREMENTS

- Eleven (11) uniforms to consist of shirts and pants.
- One (1) insulated coverall with high visibility lime green striping.
- One (1) regular coverall with lime green high visibility striping.
- One (1) work jacket with lime green high visibility striping.

- One (1) High visibility water-repellent jacket

2.5 SUPERVISOR SPECIFIC REQUIREMENTS

- Eleven (11) dress uniforms to consist of shirts and pants.
- Eleven (11) polo type shirts (option)
- One (1) High visibility water-repellent jacket.

2.6 ADDITIONAL SERVICES

- Respondents shall supply clean cloth shop towels each week.
- Respondents shall maintain an inventory of 500 large lint free towels that can be used for all purpose cleaning with automatic renewal.
- Soiled towels shall be picked up each week, cleaned and returned to Go Durham the following week.
- Eight hundred (800) shop rags with automatic renewal.
- Rolls of blue paper towels
- Three (3) 4x6 Go Durham logo mats.
- Ten (10) 3x10 mats.
- Seven (7) 3x5 mats.
- Option to increase assorted product.

2.7 CLOTHING SAMPLES

- Samples of all clothing to be provided as a result of this contract shall be required with quote.
- Respondents are responsible for delivery and return of sample uniforms at no expense to the Go Durham.

2.8 WARRANTY

The Respondent must provide details of its warranty policies and procedures. Furthermore, the Respondent shall replace any products within the warranty period that fail due to defect in material or workmanship resulting from normal use. Deficient products shall be replaced at no additional cost to Go Durham.

2.9 PRODUCT QUALITY

Go Durham is committed to the principal of zero defects and will insist on that same commitment on the part of the Respondent. The Respondent shall make adequate provisions to ensure that the rental product meets or exceeds the specifications. The Respondent shall establish and maintain quality control procedures throughout the entire contract period.

2.10 MINIMUM REQUIREMENTS FOR PRICING

Pricing shall include all requested deliverables as indicated in Section 2 – Scope of Work. **Respondents shall list the prices on the Price Quotation Specification Form (Attachment A).** Prices quoted for uniform items, listed in Attachment A, shall be one price for each item which shall include any and all associated costs including collecting, laundering, repairs, applying name tags & logos, and delivery. Any submission not containing a price for each item will not be considered.

The following points are the minimum pricing requirements; any exceptions to these minimums shall be addressed within the supplier response:

- Pricing will be fixed and firm for three (3) years with an option to renew for two (2) additional one (1) year periods.

- Prices are firm fixed and shall not fluctuate during duration of contract.
- All cost must be inclusive of administrative fees, cost recovery fees and service charges.
- No fee shall be issued for employee who is no longer participates in the program due to termination, promotion and/or job change.
- No additional fees shall be rendered for measuring new hires.
- There shall not be any additional service charges or environmental fees.
- Company will perform repairs, upgrades, and size changes due to normal wear and tear at no cost to customer with new or gently worn garments.
- Rates provided by all Respondents shall not include any special or additional rates for holidays, nights or weekends. All quotes must be based on scope of services rendered without regard to when services are performed.

Should there be a need to clarify any pricing in addition to the prices on the Price Quotation Specification Form, please note the clarifications on a separate sheet with the heading "PRICING CLARIFICATIONS."

Respondent shall provide a unit price, manufacturer name, manufacturer number, description, and/or selling unit of measure for each item proposed on Attachment A. When the requested product is not available, with Go Durham's approval first, the Respondent shall provide an alternate item of equal quality. Prices quoted shall be a firm fixed price for 36 months from date of contract. Price revisions shall not be allowed or implemented without prior consent of the Go Durham Procurement Department.

3.1 INFORMATION REQUIRED FROM THE RESPONDENT

Respondent's submission must include all of the following:

- Completed Price Quotation Specification Form (Attachment A)
- Price Quotation Certification (Attachment B)
- Schedule: Indicate the time frame in which you would be prepared to begin servicing Go Durham Include detailed implementation schedule.
- Quotes submitted shall include three (3) references of similar Contracts that your firm has performed in the past 3 years. References shall include at a minimum, contact name, phone number and length of contract.
- Clothing Samples: Respondents are responsible for delivery and return of sample clothing at no expense to the Go Durham. All clothing samples should be labeled and separately packaged.
- Contract form that Respondent intends to execute with Go Durham.
  In addition to the Price Quotation Specification Form, Respondent shall submit Respondent's contract form for Go Durham's review. This contract form shall be the contract Respondent intends to execute upon Contract award. Go Durham will not enter

into a Contract that stipulates an automatic contract term rollover. Also, please note that Attachment D to this RFQ contains clauses that will be incorporated into the Contract. These clauses are required by the Federal government.

3.2 GENERAL REQUIREMENTS

For a Quote to be considered, all documents required by this RFQ must be submitted in the specified format. The submission should follow the format and order set forth in Section 3.1 above. Go Durham will receive proposals only by personal delivery, courier/delivery service, regular mail, and email. Respondents who submit their quote submission package by personal delivery, courier/delivery service, regular mail shall submit one (1) original and two (2) additional copies of the submission. Any electronic altering of this RFQ shall be grounds for rejection of your submission. All submissions become the property of Go Durham. **Quotes will be received until 3:00 p.m. on Monday, January 18, 2016. No RFQs received after the date and hour set forth above will be accepted or considered.**

The Quote Submission must be submitted to Mr. Mike Brown, AGM/Administrator by the time and date indicated above, marked **"Employee Uniform Rental – RFQ #16-225". Please note any addendum received.**

Please note the different remit to addresses below, if Respondent chooses to send the Proposal by personal delivery, courier/delivery service, or by US mail:

Delivered By US Postal Service	Delivered By Personal Delivery or Courier/Delivery Service
Go Durham/DCTC 1903 Fay Street Durham, NC 27704	Go Durham/DCTC 1903 Fay Street Durham, NC 27704

NO QUOTES RECEIVED AFTER THE DATE AND HOUR SET FORTH BELOW WILL BE ACCEPTED OR CONSIDERED. PROPOSALS SENT BY U.S. MAIL THAT ARE NOT RECEIVED IN HAND BY GO DURHAM BY THE DEADLINE SET FORTH BELOW WILL NOT BE CONSIDERED.

There will not be a public bid opening. RFQs are being solicited under the Go Durham purchasing policy for "Informal Bids". "Informal Bids" are kept confidential until a Contract has been awarded. There is no expressed or implied obligation for Go Durham to reimburse Respondent for any expenses incurred in preparing Quotes in response to this RFQ.

The awarding of the Contract, if awarded, will be made by Go Durham as soon thereafter as practicable. Firms not chosen will be notified in electronic correspondence.

The Proposal Form should be signed by a responsible representative of the company submitting the Proposal. Proposal Forms that are not signed will not be considered.

3.3 CHANGES TO RFQ DOCUMENT

Any changes to this RFQ document will be made by written addenda issued by Go Durham. Upon issuance, the addenda will be considered part of the RFQ document and will prevail over inconsistent or conflicting provisions contained in the original RFQ document. Addenda will be sent electronically via email from the Procurement Administrator. This process will be repeated each time an addendum is posted to the City of Durham web site.

A valid e-mail address must be provided upon requesting the RFQ documents in order for Go Durham to notify Respondents of the availability of addenda. Go Durham will not be responsible for Respondents failing to receive notification of the availability of addenda if an invalid e-mail address or no e-mail address was provided to Go Durham.

Respondent shall acknowledge their receipt of all addenda in Attachment A submitted with their proposal submission. As with other required documentation, proposals that fail to provide a detailed listing of addenda received may be excluded from further consideration for this solicitation.

A revised due date of Respondent's Quote Submission (if applicable) shall be stated in each addendum.

If you have received this solicitation from a source other than the Go Durham, it is the Respondent's responsibility to ensure that all addenda have been received.

3.4 QUESTIONS

Any questions regarding this RFQ should be directed to Mike Brown, AGM/Administrator. All questions must be submitted in writing before 3:00 p.m. ET on January 12, 2015. Questions will be emailed only to: Mike Brown at mike.brown@dctc-data.org. Responses to questions will be posted on the City of Durham web site (http://durhamnc.gov/) by 5:00 p.m. ET on January 14, 2016. Responses to all questions received will be posted on the City of Durham web site. All firms that have requested previously RFQ documents from the City of Durham web site will be notified of responses via e-mail.

SECTION 4. SELECTION CRITERIA

4.1 SELECTION

Quote Submittals will first be reviewed for completeness and inclusion of the components specified in **Section 2-Scope of Work** of this RFQ document.

All proposals received shall be subject to an evaluation by a selection committee for the purpose of selecting the most qualified proposal for the services required. The following factors will be considered in making the selection.

The selection criteria listed below, are in Relative Order of Importance:

A. Clothing Design/Quality: This refers to the level of quality, fabric content and design of the uniform clothing offered by the Respondent.

B. Price:

C. Ability: This criterion refers to the ability of the Respondent to meet the terms of the RFQ. Emphasis will also be placed on the soundness of the Respondent's solution in order to meet the specifications depicted in Section 2.0 Scope of Work.

D. Prior Experience: This refers to the nature and extent of prior experience with similar projects, including the years that the organization has been in business.

SECTION 5. INFORMATION FOR THE RESPONDENT

5.1 CONTRACT DOCUMENTS

The "Request For Quotes", the "Quote Submission", the "Contract", the "Federal Requirements" the "General Terms and Conditions", and the "Scope of Work", are the contract documents that will form the Contract. Respondent should examine each of the contract documents.

5.2 DATE AND PLACE FOR DELIVERING PROPOSALS

Pursuant to the "Request For Quote", quote submissions shall be received by Go Durham/DCTC, 1903 Fay Street, Durham, NC 27704 on or before 3:00 PM (EDT), January 18, 2016.

The mailing address is 1903 Fay Street, Durham, NC 27704.

5.3 PRINTED FORM FOR BIDS

All Quotes must conform to Section 2 and Section 3 and be submitted on Price Quotation Specification Form (Attachment A), and must be signed and acknowledged by the party, in accordance with the directions in this RFQ.

5.4 OMISSIONS AND DISCREPANCIES

Should a Respondent find discrepancies in, or omissions from the Specifications/Scope of Work of Contract documents, or should he be in doubt as to their meaning, he/she should at once notify the Purchasing Administrator who may send a written instruction to all Respondents.

Any questions regarding this RFQ should be directed **only to Mike Brown, AGM/Administrator, at mike.brown@dctc-data.org**. Answers to questions or directives to Respondents regarding the RFQ process by any Go Durham/DCTC employee other than AGM/Administrator will not be binding.

5.5 ACCEPTANCE OR REJECTION OF QUOTES

Failure to respond to any of the requirements outlined in either the Request for Quotes or the Proposal Form or a failure to enclose or submit any of the required documents may disqualify the Respondent's Quote submission.

Go Durham has the sole right to select the successful Respondent for award; to reject any and all RFQs and to re-solicit for new RFQs; to accept or reject any item or combination of items; to award a Contract to other than the Respondent submitting the lowest priced proposal; or not to award a Contract as a result of this RFQ.

Go Durham reserves the right to accept any RFQ deemed to be in the best interest of Go Durham and to waive any irregularities in any RFQ that does not prejudice other Respondent. Go Durham further reserves the right to negotiate with any source whatsoever. A Contract may be negotiated with the Respondent whose RFQ is considered by Go Durham in its sole discretion to be most advantageous to Go Durham.

RFQs shall be submitted to Go Durham on the most favorable of terms possible from the standpoint of cost, quality, delivery date and technical capability. No Respondent shall have any cause of action against Go Durham arising out of the methods by which RFQs are assessed. The selection of the successful Respondent shall be at the sole discretion of Go Durham.

Submission of a Proposal indicates acceptance by the Respondent of the conditions contained in this RFQ unless clearly and specifically noted in the Proposal submitted and confirmed in the Contract between Go Durham and the selected Respondent.

5.6 FTA REQUIREMENTS

The uniform rental services will be financed, in part, by grants provided under programs of the Federal Transit Administration (FTA), and as such are subject to the Terms and Conditions set forth in the grant agreements. Respondent should be aware that Federal laws, regulations, policies, and related administrative practices applicable to the services may be modified from time to time. Respondent acknowledges that the most recent of such Federal requirements will govern the resulting Contract at any particular time, unless the Federal Government determines otherwise. Respondent also agrees that its Price Quotation shall take into account all such existing requirements. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the Contract is executed and may apply to the Contract. The laws and regulations detailed in Attachment D, "FTA Requirements" include, but are not limited to, those that will be applicable to the Contract and will be incorporated into the Contract with the successful Respondent.

SECTION 6. GENERAL PROPOSAL CONDITIONS

6.1 NOTICE OF FORMAL SOLICITATION

Notwithstanding any other provision of this RFQ, all Respondents are hereby specifically advised that this RFQ is a form solicitation for proposals only, and is not intended and it not to be construed as an offer to enter into an agreement or engage into any formal competitive bidding or negotiation pursuant to any statue, ordinance, rule or regulation.

6.2 METHOD OF RESPONSE

Responses to this RFQ shall be made according to the scope of work and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.

6.3 ACCEPTANCE OF TERMS AND CONDITIONS

Respondent understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFQ, except as otherwise specified in the proposal. Any and all parts of the submitted proposals may become part of any subsequent Agreement between the selected Respondent and Go Durham.

6.4 FALSE, INCOMPLETE OR UNRESPONSIVE STATEMENTS

False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirement will be Go Durham's responsibility and its judgment shall be final.

6.5 CLEAR AND CONCISE SUBMISSION

Quote submissions shall provide a straightforward, concise delineation of the Respondent's capability to satisfy the requirements of the RFQ. Each quote shall be submitted in the requested

format and provide all required information, including but not limited to information, if requested, relating to capability, experience, financial resources, management structure and key personnel, and other information as specified in Section 2 and outlined in Section 3 and otherwise required in this RFQ. **Each quote shall be signed in ink by a duly authorized officer of the company.**

Attachment A – Price Quotation Specification Form

This form constitutes the official Price Quotation for Uniform Rental Service to Triangle Transit Authority. Please provide all information requested in the appropriate **blanks** below. Some of the numbered items are for your information only and do not require you to provide a response.

1. Specifications

Six (6) complete uniforms, plus one (1) coverall and one (1) jacket, per person are to be turned in for cleaning once a week. A uniform consists of one (1) pair of pants and either one (1) short or long-sleeve shirt.

2. PRICE QUOTATION

Uniform Rental:

Weekly Rental Cost per person (6 uniforms + 1 coveralls + 1 jacket): $_____

Shop rags and Mats:

Carpet Mats (pick up and clean once per week):

- 3X4 rental cost per mat $_____
- 3X5 rental cost per mat $_____
- 3X10 rental cost per mat $_____
- 4X6 rental cost per mat $_____

Scraper Mats (3X5) rental cost per mat $_____

Shop rags/towels

- Rental cost per rag/towel $_____
- Replacement cost per rag/towel (No auto-replacement) $_____
- Blue paper towel rolls $_____

3. Will you commit to holding your quoted prices firm for the entire length of the Contract? If not, how long will you hold the prices firm?

   _____

If not, state reasons and the specific price index to be used to increase uniform rental costs over time.

_____

_____

_____

4. **<u>List all additional charges that can be billed in addition to the rental charge set out in paragraph 2 above.</u>**

$ _____ per _____ for _____

$ _____ per _____ for _____

$ _____ per _____ for _____

$ _____ per _____ for _____

***Refer to Section 2.10 Minimum Requirements For Pricing**

5. <u>Fiber content of uniforms</u>

Shirts: _____

Pants: _____

Coveralls: _____

MANUFACTURED BY: _____

6. Do rental and/or cleaning charges vary by season? _____

If yes, please describe seasonal charges and list the amounts of charge:

_____

_____

_____

7. Are there any charges for uniform measurement, alteration or delivery (i.e. prep, emblem, or delivery charges)?

   _____

If yes, please explain and list the amount of each charge and frequency of charge:

_____

_____

_____

Are you willing to waive prep and emblem charges at startup? _____

***Refer to Section 2.10 Minimum Requirements For Pricing**

8. Explain procedure for measurement and issuance of new uniforms as new and/or additional employees are added to the Contract.

   _____

   _____

   _____

9. Is there an additional charge during the Contract period for upgrading or replacing uniform garments that show excessive wear?

   _____

   If yes, please explain and list the amount of charge:

   _____

   _____

   _____

***Refer to Section 2.10 Minimum Requirements For Pricing**

10. Is there a charge for upgrading or replacing uniforms for employees who require a size change due to a gain or loss of weight? _____

If yes, please explain:

_____

_____

_____

11. How often do you inspect the uniform garments? _____

12. Who conducts inspection of uniform garments? _____

13. What is the procedure for pick-up and delivery of uniform garments for cleaning and inspection?

_____

_____

14. *** What will be the length of time needed to measure employees, issue uniforms and implement new service with Go Durham under this solicitation?

_____

_____

15. Following delivery of the initial uniform order, how long will it take to deliver additional orders? What is your guaranteed time of delivery for additional uniform orders?

_____

_____

16. What will be the charges (per uniform piece) for lost or ruined garments (i.e. L&R charge)?

S/S Shirts: $ _____

L/S Shirts: $ _____

Coveralls: $ _____

Pants: $ _____

17. State, in detail, the guidelines you will use to determine if a garment has been misused or ruined.

_____

_____

_____

18. Who will maintain/clean the uniform garments while they are in your care?

_____

_____

_____

19. What method will be used to process/clean soiled garments?

_____

_____

20. What costs and payment & return procedures will apply for employees whose employment terminates during the Contract period?

_____

_____

_____

_____

***Refer to Section 2.10 Minimum Requirements For Pricing**

21. Are your uniforms acid or flame-retardant? _____

Is there an additional cost for treating uniforms to make them acid and flame-retardant? _____

If yes, specify the costs. _____

_____

22. What procedure do you require your customers to use for identifying uniform garments that are in need of repair (i.e. "Customer Service Repair Tags, etc.)?

_____

_____

_____

_____

23. Does your company offer a range of uniform colors from which to choose? _____

If yes, state the colors that will be available or submit a color selection chart.

_____

_____

_____

24. What services or products does your company offer other than uniform rentals?

_____

_____

_____

25. How long has your company been in business? _____

What is the legal name of your company? _____

Is your company a sole proprietorship, partnership or corporation? _____

Is your company a certified Disadvantage Business Enterprise registered with the state of North Carolina?

Yes _____ No _____

What is the Federal EIN of your company? _____

26. Explain in as much detail as possible, your company's billing/invoicing system.

_____

_____

_____

_____

_____

27. Does your company issue credits for sick leave, vacation leave, military leave, etc. for customer employees who use rental uniforms for an entire year?

_____

If so, please explain how your credit system works.

_____

_____

_____

28. Is your company willing to sign a service Contract for a three year period? _____

If no, state reasons and your preferred procedure for establishing a contractual relationship with your customers.

_____

29. The successful Respondent shall have one primary contact person that will be available to respond to any and all problems relating to uniform rentals. State the name, telephone number and e-mail address of this person:

_____

_____

_____

30. List at least five client references, preferably public sector clients, who are currently utilizing your uniform rental services. The list should include the name of the client, the location of the client (city & state), the name of a contact person with the client and the telephone number of the contact person.

Client Name (Company)	**Client City & State**	**Contact Name**	**Contact Ph. Number**

31. Name the primary contact person that will manage the services and be available to respond to questions or issues. State the name, telephone number, Fax number and e-mail address of this person:

_____

_____

_____

Attachment B – Price Quotation Certification

Please provide the information requested and read and sign the certification below.

"I,_____, a duly authorized representative of _____ _____ hereby certify that the responses given to these questions are true and correct, that I understand all of the requirements for submitting a valid Price Quotation, and that my Price Quotation is placed accordingly."

Execution of this Quote:

In compliance with this RFQ, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the price set out in this Price Quotation Specification Form, within the time specified herein. By executing this Quote Submission, I certify that this Quote is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible Respondent as set forth in G.S. 143-59.1. False certification is a Class I felony.

This Quote Submission is genuine and not collusive or sham and that the Respondent has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this Quote Submission or that of any other Respondent or to secure any advantage against Go Durham.

The Respondent affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this Quote Submission in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the Respondent has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

The Respondent certifies that this Quote Submission is submitted without collusion, fraud or misrepresentation as to the other Respondents, so that all proposals for this project will result from free, open and competitive proposing among all vendors.

The submission of a Quote hereunder shall be considered evidence that the Respondent is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed. **Failure to execute/sign Proposal Form prior to submittal shall render Proposal invalid. Late Proposals are not acceptable.**

Respectfully submitted this day of _____, 2016.

Company Name: _____

Address: _____

City State Zip: _____

Signature of Person Authorized to Sign: _____

Printed Name: _____

Title: _____

Attachment C – General Terms and Conditions

The Contract entered into between Durham City Transit Company and Contractor shall, in addition to the other terms set forth in this RFP, be deemed to include the terms set forth below. For purposes of this RFP, the term Contractor shall refer the selected Respondent that enters into a contract with Durham City Transit Company for the Work, and the term "Contract" shall mean the contract entered into between Durham City Transit Company and such selected Proposer.

1. Availability Of Funds:

Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this Contract.

2. Taxes:

Any applicable taxes that are included in the lump sum price(s) shall be itemized as a separate item(s) on Contractor's invoice.

3. Situs:

The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

4. Payment Terms:

Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later.

5. Standards:

All manufactured items and/or fabricated assemblies subject to operation by connection to an electric source shall be constructed and approved in a manner acceptable to Durham City Transit Company which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

6. Patent:

The Contractor shall hold and save Durham City Transit Company, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles,

device or appliance manufactured or used in the performance of this Contract, including use by the government.

7. Access to Persons and Records:

Durham City Transit Company's Auditor shall have access to persons and records as a result of this Contract entered into by Durham City Transit Company.

8. Insurance:

During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as set forth in Attachment B, Minimum Insurance Requirements.

9. Indemnification and Hold Harmless

Contractor hereby assumes the risk of and covenants to indemnify Go Durham/ Durham City Transit Company, its directors, officers, employees, affiliates, shareholders, and agents (hereinafter referred to as "Indemnitees") against, and hold them harmless from all losses, damages, liabilities, costs, and expenses, including without limitation, reasonable attorneys' fees, arising out of injury to or death of any person, damage to any property, or any economic loss resulting from the negligence or wrongful act or any error or omission by Contractor, its subcontractors, its agents or persons performing Work, or breach by Contractor, its subcontractors, its agents or persons performing Work, of any provision of the Agreement, in the performance of the Work thereunder.

In addition to the indemnity provisions set forth elsewhere in this Agreement and not in limitation thereof, Contractor agrees to indemnify and hold the Indemnitees harmless from any and all claims, losses, judgments, and causes of action by Contractor's employees or their representatives for personal injury or death arising out of, during, or from performance of the Work caused by any act or omission of Contractor. This provision is entered into pursuant to North Carolina General Statute 97-10.2(e).

In performing its duties under this requirement, Contractor shall, at its sole expense, defend Go Durham/ Durham City Transit Company with legal counsel reasonably acceptable to Go Durham. Go Durham shall nevertheless have the right at its expense to participate in the defense of such Charges. Notwithstanding the foregoing, however, under no circumstances shall Contractor compromise or settle any such Charges without the prior written consent and approval of Go Durham/ Durham City Transit Company, after full disclosure by Contractor.

10. Independent Contractor:

Contractor shall perform Work as an independent contractor, not as an agent or employee of Durham City Transit Company. Contractor has no authority to make any

statement, representation, or commitment of any kind or to take any action binding upon Durham City Transit Company, without Durham City Transit Company's written authorization.

Contractor agrees to pay all worker's compensation insurance and amounts on its employees and hereby accepts full and exclusive liability for the payment of any and all contributions, taxes, and withholdings relating thereto and for all Unemployment Compensation, Liability Insurance, Employment Security, and similar provisions now or hereafter imposed by any federal or state governmental authority which are imposed with respect to or measured by wages, salaries, or other compensation paid by Contractor to persons employed by Contractor. Contractor further agrees to indemnify and save Triangle Transit harmless against any and all such liability or claims therefor. It is agreed that any person provided by Contractor hereunder shall not, as between the parties, for any purposes, be deemed an employee of Triangle Transit.

11. 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. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:

C. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, 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 Work. Contractor agrees to take affirmative action to ensure that

applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

12. Specifications

Any obvious error or omission in specifications shall not inure to the benefit of the Contractor but shall put the Contractor on notice to inquire of Go Durham's representative about the error or omission. Whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of the specifications.

13. Delivery Point

Unless otherwise stated, all items shall be quoted and delivered F.O.B. destination (i.e. 4500 Emperor Blvd., Durham, North Carolina 27703), and delivery cost and charges (if any) shall be included in the Proposal price(s).

14. Cash Discounts (Terms)

Cash discounts may be considered in determining Contractor's price for the Proposal. A minimum of twenty (20) days must be allowed by the Contractor for an offered prompt payment discount to be considered in making an award. Standard payment terms will otherwise be Net 30 after acceptance and receipt of a correct invoice and receipt of the

goods, service, etc. by Go Durham.

15. Delivery Time

When delivery time is requested in RFP documents, time shall be of the essence; therefore, the Proposal shall include the delivery date.

16. Description of Material

Proposals for materials, supplies, vehicles, and / or equipment must be accompanied by accurate descriptions of the exact materials, supplies, vehicles, and / or equipment on which a Proposal(s) is made. When specified in the RFP, copies of detailed factory specifications, ratings, technical data, etc. may be required for submittal along with the Contractor's response package.

17. Quality

All components used to manufacture or construct any supplies, materials or equipment covered in this RFP shall be new (unless otherwise specified), the latest model, of the best quality and highest grade workmanship. Materials must comply with all applicable Federal and State OSHA requirements in affect at the time this RFP is issued.

18. Acceptance of Goods/Work

The goods delivered under this RFP shall remain the property of the successful Contractor until a physical inspection and occupancy is made and therefore accepted to the satisfaction of Go Durham.

19. Plant and Facility Inspection

Go Durham may require the Contractor to make their plant and / or facilities available for inspection or may require the Contractor to provide additional information concerning their ability to perform in compliance with the requirements of this RFP. Failure to comply with this requirement may be cause for rejection of the Contractor's response.

20. Warranty

Unless otherwise specified by Go Durham, the Contractor unconditionally guarantees the materials and workmanship on all material and / or Work for the longer of: (i) one year after the effective date of the contract; or (ii) such longer time as may be specified in the Purchase Order or in this RFP. If, within the warranty period any defects occur due to faulty material and / or Work, the Contractor at their expense, shall repair or adjust the condition, or replace the material and / or Work to the complete satisfaction of

Go Durham. These repairs, replacements or adjustments shall be made only at such time as will be designated by Go Durham to ensure the least impact to the operation of Go Durham business.

21. Brand Name

If and whenever brand names, makes, names of manufacturers, trade names, Contractor catalogs or model numbers are stated in this RFP, they are for the purpose of establishing a grade or quality of material. Go Durham may accept any approved equal as defined in Section 22.

22. 'OR EQUAL' Interpretation

It is the Contractor's responsibility to prove to Go Durham that each Proposal item is equal to the grade or quality of material specified.

On all such Proposals, the Contractor shall indicate clearly the product (brand and catalog or model numbers) on which the Proposal is based, and shall supply a sample and sufficient data to enable a comparison to be made by Go Durham with the particular brand or manufacturer specified. Failure to submit the required information may be grounds for rejection of the Proposal.

Go Durham shall be the sole judge concerning the merits of the grade or quality of product specified. If the Contractor has questions relative to whether their product is equal to the grade or quality of the product specified, the issue shall be resolved during the pre-bid meeting. If the extent of the discussion precludes resolution at the pre-bid meeting, Contractor should contact the Purchasing & Contracts Officer and resolve the issue prior to submission of their Proposal.

23. Default Provision

The Purchase Order resulting from this RFP may be canceled or annulled by Go Durham in whole or in part by written notice of default to the Contractor upon nonperformance or violation of Contract terms. Goods and / or Work may then be purchased on the open market and, the defaulting successful Contractor shall be liable to Go Durham or costs to Go Durham in excess of the defaulted Contract prices. The successful Contractor shall continue their performance under this Purchase Order to the extent any part is not terminated under the provisions of this clause.

24. Certification of Independent Price Determination

By submission of this Proposal, the Contractor certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that in connection with

this procurement:

(1) The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not knowingly been disclosed by the Contractor directly or indirectly to any other Proposer or to any competition prior to the opening of the Proposal.

(3) No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

25. Compliance with Specifications-Terms and Conditions

The RFP, Legal Advertisement, General Conditions, Specifications, Contractor's Proposal, Proposal Response Forms, Addenda and any other pertinent document forms constitute a response to this RFP and by reference are made apart hereof.

26. Signed Proposal

The signed Proposal shall be considered an offer on the part of the Contractor. It shall be deemed accepted upon approval by Go Durham. In case of default on the part of the Contractor after such acceptance, Go Durham may take such action as it deems appropriate, including legal action, for damages.

27. Notice to Proceed

The successful Contractor shall not commence work under this RFP until duly notified by receipt of an executed contract from Go Durham. If the successful Contractor does commence work prior to receiving official notification, that action is taken at the successful Contractor's risk.

28. Entire Agreement

This Contract constitutes the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter other than written agreements executed by both parties on or after the effective date of the Contract. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

29. Amendment

No amendment or change to this Contract shall be valid unless in writing and signed by an employee of each party having authority sufficient to execute this Contract. No sales acknowledgement, bill of lading or other form provided by the Contractor or by any manufacturer shall be binding on Go Durham unless it is signed by an individual authorized to execute this Contract and expressly purports to amend this Contract.

30. Governing Law And Jurisdiction

This Contract shall be deemed made in and shall be construed in accordance with the laws of the State of North Carolina. All litigation arising out of the Contract shall be commenced in courts sitting in Durham County, North Carolina. If an action is instituted in federal court, such action shall be brought in the United States District Court of the Eastern District of North Carolina. By execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting as set forth in this paragraph.

31. Binding Nature And Assignment

This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

32. Go Durham Not Liable For Delays

It is agreed that Go Durham shall not be liable to Contractor, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of Go Durham or any other party hereunder for any reason whatsoever.

33. Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its

intent.

34. No Publicity

No advertising, sales promotion or other materials of Contractor or its agents or representations may identify or reference this Contract or Go Durham in any manner without the prior written consent of Go Durham.

35. Approvals

All approvals or consents required under this Contract must be in writing.

36. Waiver

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

37. Survival Of Provisions

Those sections of this Contract (including but not limited to all warranty and indemnity provisions), which would by their nature, continue in effect after the termination of this Contract shall survive the termination hereof.

38. Interests Of The Parties

Contractor covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required to be performed under this Contract.

39. No Bribery Or Lobby

Contractor certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or lobbied, or attempted to bribe or lobby an officer or employee of Go Durham in connection with this Contract.

40. Priority Of Documents And Agreements

In the event of any conflict or inconsistency between the language of these General Conditions and the language of the RFP, the Proposal, or any Attachment to the RFP or Purchase Order, the language of these General Conditions shall prevail.

41. Familiarity And Compliance With Laws And Ordinances

Contractor agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Work. Contractor further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and / or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Work.

42. Setoff

Go Durham shall be entitled to setoff and deduct from any amounts owed to the Contractor damages and expenses incurred or reasonably anticipated as a result of the Contractor's breach of this Contract.

Attachment D – Federal Requirements

The following provisions are required either (i) by a grant agreement or cooperative assistance agreement between the USDOT and Go Durham or (ii) by a grant agreement or cooperative assistance agreement between the North Carolina Department of Transportation (hereinafter called the "NCDOT") and Go Durham or (iii) by Go Durham itself. As to such provisions, if there is variance between the language set forth herein and any such actual grant or cooperative assistance agreement, the provisions of the grant or cooperative assistance agreement shall govern.

To the extent applicable, the federal requirements contained in the FTA Master Agreement dated October 1, 2013, as amended (hereinafter called the "Master Agreement"), including any certifications and contractual provisions required by any federal statutes or regulations referenced therein to be included in this RFP document and the Contract, will be deemed incorporated into the RFP document and Contract by reference and shall be incorporated in any subagreement or subcontract executed by the successful Contractor pursuant to its obligations under the Contract. Contractor and its subcontractors, if any, will represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable federal, state and local laws, regulations and rules and local policies and procedures, as amended from time to time, relating to the equipment or the services provided under the Contract, which may in any manner affect the performance of the Contract, including, without limitation, the following:

No Government Obligation to Third Parties

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR 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 extend the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor to the extend the Federal Government deems appropriate.

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

Access to Records and Reports

(1) Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

(2) Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

(3) Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any book documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

(6) Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR18.39(i)(11).

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

Federal Changes

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

Civil Rights Requirements

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

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

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

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

Incorporation of Federal Transit Administration (FTA) Terms

All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Energy Conservation

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

Disadvantaged Business Enterprise

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

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

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

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

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

Charter Service Operations

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations Operations

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Americans with Disabilities Act (ADA)

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

Geographic Restrictions and Prohibition Against Exclusionary or Discriminatory Specifications

a. CONTRACTOR agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by FTA.

b.To the extent applicable, CONTRACTOR shall comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any funds derived from the Contract in performance of the Services to support procurement using exclusionary or discriminatory specifications.

Non-Collusion

CONTRACTOR guarantees that the proposal submitted for the Services was not a product of collusion with any other bidder and no effort has been made to fix the bid price of any bidder or to fix any overhead, profit or cost element of any proposal price.

Termination

a. For Convenience **-** Go Durham, by a 30 day written notice, may terminate this Contract, in whole or in part, when it is in the Government's interest. If this Contract is terminated, Go Durham shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

b. Termination for Default - If the CONTRACTOR fails to deliver or perform the services within the time specified in this Contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this Contract, Go Durham may terminate this Contract for default. Go Durham shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the Contract price for services performed in accordance with the manner or performance set forth in this Contract.

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

c. Opportunity to Cure - Go Durham in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR five calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If CONTRACTOR fails to remedy to Go Durham's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within five calendar days after receipt by CONTRACTOR of written notice from Go Durham setting forth the nature of said breach or default, Go Durham 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 Go Durham from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Go Durham elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such

waiver by Go Durham shall not limit Go Durham's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Debarment and Suspension

The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. 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 (Nonprocurement),” 2 C.F.R. Part 180. The CONTRACTOR agrees to, and assures that its subcontractors, lessees, third party contractors, and other participants at any tier of the Project will, review the “Excluded Parties Listing System” at **http://www.sam.gov/portal/public/SAM/** before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

RFQ#16-225 SUBMITTAL CHECKLIST

Deadline: January 18, 2016 at 3:00 PM *(A proposal will be automatically rejected if it is received after the stated deadline.)*

All forms/Certifications below MUST be <u>completed and included</u> when you submit your Proposal Package:

- ☐ One (1) Original and Two (2) copies with one (1) Electronic Copy of the Proposal Package
- ☐ Signed and completed Price Quotation Specification Form
- ☐ Price Quotation Certification
- ☐ Schedule/Time Frame
- ☐ Prior Experience/References
- ☐ Clothing Sample
- ☐ Sample Contract
- ☐ Submittal Checklist

See Sections 2 and 3 for more detailed information on proposal submission and format.

SUBMITTED PROPOSAL CONTAINS ALL COMPLETED FORMS/CERTIFICATIONS AS LISTED ABOVE

Authorized Signature _____

Date _____