

Charleston Area Regional Transportation Authority (CARTA)



Electric Bus Master Plan Request for Qualifications

Charleston, South Carolina
Date: December 22, 2020

Due Date: January 28, 2021
Time: 3:00 P.M. EST

Receipt Location:
BCD Council of Governments
Attn: Jason McGarry
5790 Casper Padgett Way
North Charleston, SC 29406

I. INTRODUCTION TO AGENCY'S OBJECTIVE

The Charleston Area Regional Transportation Authority (CARTA) provides public transportation services to the urbanized area of Charleston County and transports over three million passengers per year on 18 fixed routes, four express routes, three Downtown Area Shuttles (DASH), and one limited stop park and ride route (HOP). Each of these service types utilize a different fleet of vehicles, and the agency recently passed a resolution to replace the fixed route diesel buses with battery electric buses.

In 2014, CARTA identified a \$46 million fleet replacement need, with the agency operating one of the nation's oldest transit fleets for a system of its size. CARTA's Fleet Modernization Project is an effort to replace its aging fixed route fleet with zero emission-battery electric vehicles. Through various grant awards, CARTA has 26 battery electric buses either in service, in production, or programmed for replacement over the next few years. Additionally, the region's first bus rapid transit line, Lowcountry Rapid Transit (LCRT), is scheduled to come online in 2026 and is proposing battery electric buses.

As CARTA moves toward an all-electric fleet, there is an outstanding need for comprehensive planning that improves the overall performance of the network. These efforts include a need for research and development of plans to transition to an all-electric fleet. As such, CARTA is seeking qualified firms to lead the development of an Electric Bus Master Plan to support CARTA's Fleet Modernization Project.

This plan will include a study of power demands, route feasibility, infrastructure needs, charging strategies, and on-route charging locations. Additionally, a plan that detail how best to optimally run the electrified routes to deliver efficient and effective public transportation services is needed. Lastly, a fleet management plan will be developed to support CARTA's program for fleet replacement and expansion based on its current fleet mix of diesel and electric buses over the next 20 years.

II. PROJECT LOCATION

CARTA provides public transportation services to the urbanized area of Charleston County. CARTA operates 26 fixed routes using 60 vehicles during peak service. CARTA's services include express bus services from Park and Rides to major employers, fixed routes along primary corridors, neighborhood circulators, and a free DASH system in the historic Charleston Peninsula. CARTA also connects to TriCounty Link, the region's rural transit provider, at the edge of its service area.

TriCounty Link is comprised of nine fixed routes and eight commuter routes that provide service to rural residents of Berkeley, Charleston, and Dorchester Counties. While the fixed routes follow a published schedule, the system uses flag stops, and routes deviate for ADA trips. TriCounty Link connects to CARTA at park and ride lots and transfer points at the edge of CARTA's service area.

The Berkeley Charleston Dorchester Council of Government (BCDCOG) provides oversight of the public transit programs in the region, CARTA and Tri-County Link. BCDCOG supports the tri-county region of Berkeley, Charleston, and Dorchester Counties in the development of local and regional plans, as well as provides local governments with planning and technical support to improve the quality of life in the region. BCDCOG is the designated Metropolitan Planning Organization (MPO) responsible for carrying out the urban transportation planning process for the Charleston Area Transportation Study (CHATS) with primary responsibilities to develop the Long-Range Transportation Plan (LRT), Transportation Improvement Program (TIP), and Unified Planning Work Program (UPWP).

III. PROJECT DESCRIPTION

CARTA's Electric Bus Master Plan will support the agency's new fleet of zero emission battery electric buses programmed for service over the next few years. The project will develop the necessary planning documents to transition CARTA's diesel bus fleet to all-electric buses. CARTA's current electric fleet is charged overnight at the depot. A primary goal of this study is to reduce service delays and deadhead miles from mid-route trips to the depot to charge buses. CARTA is seeking a qualified consultant that can develop an innovative simulation modeling tool to conduct a Power Analysis of the system to ensure maximum utility can be gained from the new electric fleet. The Power Analysis should identify charging infrastructure needs and placement, transit schedules to improve efficiencies in the system, and bus deployment. From this analysis, the project will develop a Zero Emissions Road Map to transition the diesel fleet to electric buses, including a fleet management plan. In addition to depot-charging at the maintenance facility, fast-charging infrastructure at key locations, like the planned Shipwatch Square Transit Center, is needed to charge buses during a layover. By identifying sites for fast charging infrastructure through a power analysis, CARTA can better deploy the electric buses by charging on-route rather than returning to the depot.

The Route Optimization Task will identify improved connectivity to the planned Shipwatch Square Transit Center for the surrounding community, rural residents, and patrons of the adjacent social services hub. The transit center will accommodate 10 CARTA routes, and over half of CARTA's passengers travel on a route that would serve the transit center. The adjacent social services hub will include a substance abuse prevention, intervention, education and treatment center; Dept of Social Services; Dept of Health and Human Services; Guardian Ad Litem; and DHEC Administration, Clinics and Vital Records. A library is also planned. The Route Optimization Task will develop service plans and route modifications to optimize the connections at the transit center, as well as ensure the patrons of the community services offered at Shipwatch Square have transportation access via CARTA's newly electrified routes.

The Fleet Replacement Plan will support CARTA's goal to convert its transit fleet from diesel to battery-electric buses in an effective and efficient manner by developing a Roadmap to maximize power opportunities and develop a replacement plan so CARTA can maintain its fleet in a state of good repair. The plan will also evaluate back up power storage, solar, and other considerations so CARTA can maintain reliability during emergency situations, like hurricanes, and further support the resiliency of the fleet.

IV. KEY PROJECT ELEMENTS or STUDY DETAILS

The CONSULTANT shall prepare an Electric Fleet Master Plan for CARTA. Work to be performed by the CONSULTANT on the Plan consists of the furnishing of all labor, equipment, materials, expertise, tools, supplies, bonds, insurance, licenses and permits, and performing all tasks necessary to accomplish work items concerning the design and development of the Electric Fleet Master Plan unless specifically excluded as agreed upon by contract. The proposal should address how the CONSULTANT will develop a Plan that includes, but is not limited to these core areas:

1. Power Analysis: The CONSULTANT will conduct a Power Analysis to assess the fleet energy consumption at the vehicle, route, garage and system level, generating information on power demands, route feasibility, infrastructure needs and charging strategies to support data driven planning and design decisions to transition to a zero-emission fleet. CONSULTANT will develop and deploy an innovative simulation modeling tool to identify charging infrastructure locations for on-route and/or depot-based charging, charging infrastructure power levels and quantities, and schedule modifications. CONSULTANT should include how this analysis will address charging infrastructure needed at the Shipwatch Square Transit Center and support the LCRT project's power analysis for battery electric buses along the 20-mile corridor.

2. Shipwatch Square Route Optimization Study: Through outreach and coordination with the adjacent community, non-profit organizations, and the human services agencies relocating to Shipwatch Square, like DAODAS and DSS, the CONSULTANT will develop transit route scenarios to improve connections to the Shipwatch Square Transit Center and Charleston County Consolidated Community Services Hub to ensure the electrified transit routes serve the patients and workforce who are traveling to the facility or transferring between routes at the Transit Center. The project will evaluate the routes that will serve the transit center to identify new connections to training and employment for residents that live in the surrounding community. Additionally, origins for patients, patrons, and employees traveling to the social services hub will be analyzed to develop better mobility options to these services. The CONSULTANT should also describe how this analysis will incorporate TriCounty Link Services that connect to CARTA to improve rural access to the transit system and community services hub.

3. Zero Emissions Road Map: The CONSULTANT will develop a Zero Emissions Road Map that will include goals, a financial analysis, implementation and transition plan, and energy and storage plans based on the results of the Route Optimization Study and Power Analysis. CONSULTANT should also describe how this effort will include considerations for an all-electric fleet during emergencies, such as hurricane evacuations, to ensure CARTA maintains a resilient fleet.

4. Fleet Replacement and Expansion Plan: The CONSULTANT will update CARTA's program of vehicle replacement and expansion to incorporate battery electric buses and to maintain a state of good repair based on programmed funding available over the next 20 years. This plan should also include additional infrastructure needs to support the battery electric fleet.

5. Project Management: The CONSULTANT will provide project management and stakeholder coordination throughout the duration of the project to include client project meetings, monthly progress reports, stakeholder meetings, and Board/Agency presentations. The CONSULTANT should provide a plan and schedule for managing key tasks, deliverables, and stakeholder engagement activities.

6. Technical Expertise. The CONSULTANT shall provide on-going technical support to CARTA's project manager.

Key Project Deliverables for the Electric Vehicle Master Plan will include:

- 1) Power Analysis Final Report;
- 2) Route Optimization Study Service Recommendations;
- 3) Zero Emissions Road Map;
- 4) Fleet Management Plan; and
- 5) Executive Summary

V. REQUEST FOR QUALIFICATIONS

CARTA, in coordination and cooperation with the counties and local municipalities, is hereby issuing this Request for Qualifications (RFQ) to firms that have the capability and interest in undertaking and performing an **Electric Bus Master Plan** for the Berkeley-Charleston-Dorchester (BCD) region. Each firm is officially a CONSULTANT. Each CONSULTANT must submit a package containing one (1) original, one (1) digital, and four (4) copies of its proposal no later than 3:00 p.m. on January 28, 2021 to:

Jason McGarry, Contracts/Procurement Administrator
BCD Council of Governments
5790 Casper Padgett Way
North Charleston, SC 29406

Proposals shall include the following information:

- 1) Letter of interest, including name of organization, and project contact information.
- 2) Current resume of qualifications
- 3) Direct response to each of the selection criteria defined above
- 4) Any other pertinent information that will assist CARTA in its decision.

At a minimum, the response should include the following information:

- 1) The understanding of and approach to the project
- 2) Qualifications of the consultant and experience in this type of work including a list of at least three (3) different projects completed by the consultant with the names and phone numbers of contact persons for those projects.
- 3) The key staff persons who will be assigned to this project together with their experience and qualifications
- 4) SF 330 form for primes and subs

VI. CONSULTANT SELECTION PROCESS

All proposals received shall be evaluated by a CONSULTANT Selection Committee, assisted by other technical personnel as deemed appropriate for the purpose of selecting the CONSULTANT with whom a contract will be executed. CARTA reserves the right to reject any and all proposals in whole or in part if in the judgment of the CONSULTANT Selection Committee, the best interest of all parties will be served.

The CONSULTANT proposal will be evaluated using a two-step selection process. The first step will involve evaluation of the CONSULTANT's technical proposal by the CONSULTANT Selection Committee using the selection criteria below. The second (optional) step may involve oral interviews of/presentations by the CONSULTANTS submitting the highest scoring technical proposals. The selection of the CONSULTANT will be determined by the highest total score.

The criteria and weight of consideration in making the selection are:

STEP ONE: Proposal Submission

1. Experience, qualifications, and technical competence in the types of work required (30%)
2. Past performance on projects of a comparable nature (30%)
3. Relevant experience and qualifications of personnel to be assigned to the project (25%)
4. Familiarity with Berkeley Charleston Dorchester region (10%)
5. Disadvantaged Business Enterprise designation (5%)

STEP TWO: Oral Presentations (CARTA reserves the right not to include this activity)

CONSULTANTS with the highest scoring technical proposals may be requested to make an oral presentation of their proposal. This presentation, if held, will provide an opportunity for the CONSULTANT to clarify their proposal.

VII. ADDITIONAL INFORMATION

FUNDING

Funding for this project will be provided through Federal and State transportation funding sources. Costs incurred prior to notice-to-proceed will be the responsibility of the CONSULTANT and will not be reimbursed. All travel expenses prior to notice to proceed shall be at the CONSULTANT's expense.

PROPRIETARY/CONFIDENTIAL INFORMATION

Trade secrets or proprietary information submitted by a CONSULTANT in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the CONSULTANT must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of such material after award is made should be requested by the CONSULTANT. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All CONSULTANTS must visibly mark as "Confidential" each part of their proposal that they consider to contain proprietary information. All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code. Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute includes: customer lists, design recommendations and identification of prospective problem areas under an RFP, design concepts to include methods and procedures, and biographical data on key employees of the CONSULTANT.

Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the pre-decisional deliberations.

Marking the entire proposal confidential/proprietary is not in conformance with the South Carolina Freedom of Information Act.

Appendix A – Required Federal Clauses

No Federal Government Obligation to Third Parties

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

False Statements or Claims Civil and Criminal Fraud

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 A-55 to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Third Party Contract Records

Contractor agrees to provide CARTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. 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.C. ' 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. ' ' 5307, 5309 or 5311.

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

Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until CARTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all

Changes to Federal Requirements

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

Termination

Termination for Default

CARTA may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to perform the service within the time and manner specified herein or any extension thereof or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms; and in either of these two circumstances does not cause such failure to be corrected with a period of five (5) days (or such longer period as the Executive Director may authorize in writing) after receipt of notice from the Executive Director specifying such failure.

If the Contract is terminated in whole or in part for default, CARTA may provide, upon such terms and in such manner as the Executive Director deems appropriate, services similar to those so terminated. The Contractor shall be liable to CARTA for any excess costs for such similar services, and shall continue the performance of the contract to the extent not terminated under the provisions of this clause.

If after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CARTA.

The rights and remedies of CARTA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience or Suspension for Convenience

CARTA may, for its convenience, suspend or terminate the work in whole or in part at any time by written notice to Contractor stating the extent and effective date of such suspension or termination, whereupon Contractor shall suspend or terminate the work to the extent specified.

If this Agreement is suspended, Contractor may be issued a change order to reflect any schedule adjustment, and all reasonable and demonstrable costs incurred by Contractor due to any such suspension. CARTA shall pay all outstanding balances scheduled for payment for charges incurred prior to the effective date of suspension.

If this Agreement is terminated by CARTA for convenience, CARTA shall be responsible for all eligible costs, expenses, and profit incurred by Contractor in connection with the Project prior to the effective date of termination

Civil Rights

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age A-25 Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Disadvantaged Business Enterprise (DBE)

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 Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance.

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

Incorporation of FTA Terms

This Agreement includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 2013¹, 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CARTA requests which would cause CARTA to be in violation of the FTA terms and conditions.

Debarment and Suspension

If this Contract is in excess of \$100,000 the terms of the Department of Transportation regulations, ¹ Suspension and Debarment of Participants in DOT Financial Assistance Programs², 49 C.F.R. Part 29 are applicable to this Project. No firms or persons ineligible there under shall be utilized in the project. The Contractor shall comply, and assure compliance by each of its subcontractors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, ¹ Debarment and Suspension², 31 U.S.C. sect 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

Resolution of Disputes, Breaches, or Other Litigation

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CARTA. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director of CARTA. 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 Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Lobbying

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

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

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.

Clean Air

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. Contractor agrees to report each violation to CARTA and understands and agrees that CARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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.

Clean Water

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to CARTA and understands and agrees that CARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. 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.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Prompt Payment to Subcontractors

- 1) The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than five (5) business days after the Contractor has received payment from the Authority.

- 2) In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) business days after the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work.
- 3) A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval.
- 4) The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- 5) The Authority will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by the Authority) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the Authority, except for the first payment request, on every contract with the Authority. (See below for *Prompt Payment Affidavit* developed by CTA).
- 6) Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

Energy Conservation

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

ADA Access

Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37; and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids or offers 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.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____
County of _____

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

Notary Public _____

My Appointment Expires _____