

	<b>REQUEST FOR PROPOSAL</b>	<b>PURCHASING OFFICE</b>
<b>Inter Island Ferry Authority</b>	<b>Quotations will be received until 2:30 p.m., on March 30, 2010</b>  <b>RFP No.: 004</b> <b>AWD Passenger Van with Wheelchair Lift</b>	Inter-Island Ferry Authority P.O. Box 470 Klawock, AK 99925 PHONE (907) 755-4848 FAX (907) 755-4849
	Bid Opening Date: March 31, 2010	Page 1 of 21

**VENDOR NOTICE**  
**(This is NOT a Purchase Order)**

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date. \*\*\*\*Quotations may be faxed to (907)755-4849 or delivered to the above address. \*\*\*\*

<b>DELIVERY LOCATION: Ketchikan, Alaska</b>	<b>BUYER: Bruce Jones, IFA General Manager</b>
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**VENDOR QUOTATION**

Description	Bid Price
<b>AWD Passenger Van with Wheelchair Lift FOB Ketchikan, AK</b>	\$ _____

**THIS SECTION MUST BE COMPLETED BY VENDOR**

Delivery shall be made not later than **180** calendar days after receipt of vehicles.  
Payment Terms \_\_\_\_\_ Delivery Not Later Than: \_\_\_\_\_ Days ARO

Company Name	Address	City	State	ZIP Code	Phone/Fax No.
AK Business License #	Vendor Tax ID No.	Do you qualify for Alaska Bidders' Preference?*			
		[ ] Yes [ ] No			

\_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Printed Name and Title

\*If you qualify for the five percent Alaska Bidder's Preference, do not apply this preference to your above bid price. The Contracting Officer will apply this discount for you.

## STANDARD TERMS & CONDITIONS

1. **REQUEST FOR QUOTATION (RFP) REVIEW:** Offerors shall carefully review this RFP for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFP must be made in writing and received by the purchasing authority before the date and time set for receipt of Proposals. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective Proposal, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFP.
2. **QUOTATION FORMS:** Offerors shall use this and attached forms in submitting Proposal. A photocopied Proposal may be submitted.
3. **SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.
4. **PROPOSAL REJECTION:** The State reserves the right to reject any or all Proposals, combinations of items, or lot(s), and to waive defects or minor informalities.
5. **EXTENSION OF PRICES:** In case of error in the extension of prices in the Proposal, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.
6. **ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.
7. **PRICES:** The offeror shall state prices in the units of issue on this RFP. Prices Proposal for commodities must be in US. Funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices Proposal for services must be Proposal in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices Proposal must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
  - Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
  - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. Automobiles, except that police and other emergency type vehicles are not subject to the tax;
  - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
  - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
8. **PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.
9. **PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you Proposal. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.
10. **VENDOR TAX ID NUMBER:** If goods or services procured through this RFP are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

## STANDARD TERMS & CONDITIONS

11. **INDEMNIFICATION:** The Contractor shall indemnify and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
12. **SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
13. **TITLE:** Title passes to the State for each item at FOB destination.
14. **FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.
15. **COMPLIANCE:** In the performance of a contract that results from this RFP, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
16. **SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
17. **SPECIFICATIONS:** Unless otherwise specified in the RFP, product brand names or model numbers are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number that describe the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
18. **FIRM OFFER:** For the purpose of award, offers made in accordance with this RFP must be good and firm for a period of ninety (90) days from the date of Proposal opening.
19. **PROPOSAL PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in Proposal preparation.
20. **CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low Proposal of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.
21. **CONTRACT FUNDING:** Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

## STANDARD TERMS & CONDITIONS

22. **CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in this contract if the officer or employee is an employee of the administrative unit that supervises the award of this contract; or if the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
23. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFP is not permitted unless authorized in writing by the procurement officer of the contracting agency. Proposals that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.
24. **SUBCONTRACTOR(S):** Within five (5) working days of notice, the apparent low offeror must submit a list of the subcontractors that will be used in the performance of the contract. Subcontractors may be added or changed by the contractor if prior written approval is obtained from the procurement officer of the contracting agency. The procurement officer may approve new or different subcontractors at his or her discretion.
25. **FORCE MAJEURE:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
26. **LATE PROPOSALS:** Late Proposals are Proposals received after the time and date set for receipt of the Proposals. Late Proposals will not be accepted.
27. **CONTRACT EXTENSION:** Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
28. **DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
29. **DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the First Judicial District of Alaska.
30. **CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this Proposal the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, PO Box 107020, Anchorage, Alaska 99510-7020, (907) 269-4925.
31. **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

## STANDARD TERMS & CONDITIONS

32. **ORDER DOCUMENTS:** Except as specifically allowed under this RFP, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this RFP. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFP.
33. **BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
34. **OFFERORS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFP as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.
35. **COMPLIANCE WITH ADA:** By signature of their Proposal the offeror certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
36. **USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010.
37. **LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.
38. **EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and submits a responsive and responsible bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.

## SUPPLEMENTAL TERMS AND CONDITIONS

1. **SUPPLEMENTAL TERMS AND CONDITIONS:** Quotations including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in the RFP or that diminish the State's rights under any contract resulting from this RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of the contract (1) if conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and (2) if the State's rights are diminished as a result of application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.
2. **COMPATIBILITY:** Contractors will be required to assist the State in determining the compatibility of their devices with other contracted devices. At the State's request, contractors will be required to demonstrate their equipment's claimed compatibility. Successful offerors/contractors are required, on request by the State, to provide all published data pertinent to the offered devices' compatibility with other peripheral devices.
3. **INTENDED USE:** Except to the extent the State relies on representations made by the vendor, the State of Alaska agrees, with respect to the machines and programming, to accept responsibility for (1) their selection to achieve the State's intended results, (2) their use, and (3) the results obtained there from.
4. **ASSOCIATED COSTS:** Prices Proposal must include all costs associated with shipping, packing and delivery to the specified FOB point, as well as any costs necessary to provide guarantee/ warranty service, operating manual, and operating software and documentation specified in the RFP.
5. **PATENTS AND COPYRIGHTS:** A vendor will, at its expense, defend the State against any claim that any machines or programming supplied hereunder infringe a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the State must: (1) give the vendor prompt written notice of any such claim; and (2) allow the vendor to control, and fully cooperate with the vendor in, the defense and all related settlement negotiations. The vendor's obligation under this section is conditioned on the State's agreement that if the operation of the machines or programming becomes, or in the vendor's opinion are likely to become, the subject of such a claim, the State will permit the vendor, at its option and expense, either to procure the right for the State to continue using the machines or programming, or to replace or modify them so that they are non-infringing but still meet the State's needs as originally contracted. The vendor shall have no obligation with respect to any such claim based upon the State's modification of the machine or programming or their combination, operation or use with apparatus, data or programs not furnished by the vendor. This section states the vendor's entire obligation to the State regarding infringement.
6. **RISK OF LOSS OR DAMAGE:** During the period on-order machines are in transit or in possession of the State, up to, and including the date of installation, as specified by the RFP, or up to, and including the date of acceptance as specified by the State (pursuant to an Acceptance Test) if applicable, contractor and its insurers, if any, relieve the State of responsibility for all risk of loss of, or damage to, the machines except for loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination for which the State is legally liable. Thereafter, all risk of loss of, or damage to, such machines shall be on the State, except as described in, "WARRANTIES" below.
7. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:** Contractor shall be liable for damages arising out of injury to persons and/or damage to the real or tangible personal property before or after acceptance, delivery, installation and use of the equipment either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor or defect of the equipment. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by contractor's officers, employees or agents); attachments made by the State; damages to said alterations or attachments that may result from the normal operation and maintenance of contractor's equipment, or for losses occasioned by the State's fault or negligence. Nothing in this contract shall limit the contractor's direct liability, if any, to third parties and employees of the State for any remedy which may exist under law in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of contractor, its officers, employees, or agents, is the cause of injury to such person.
8. **LIMITATION OF REMEDIES:** Contractor's liability for damages to the State for any cause whatsoever, including causes of action under "*INSTRUCTION TO BIDDERS, TERMS AND CONDITIONS*", "*INDEMNIFICATION*", shall be limited to the greater of \$100,000 or the purchase price of the specified equipment which caused the damage or that is the subject matter of, or is directly related to, the cause of action. The forgoing limitation of liability will

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not apply to the payment of costs, damages, and attorney's fees referred to in the section, "PATENTS AND COPYRIGHT PROTECTION" above, or to claims for personal injury or damage to real property or tangible personal property caused by the contractor's negligence or defect of equipment. Contractors will not be liable to the State for any lost profits, lost savings or incidental damages or other consequential damages sustained by the State, except as provided in AS 45.02.719.

9. **GENERAL:** The State certifies that it is purchasing this equipment for its own use and not for remarketing, and will not assign the on-order equipment to any party other than the contractor or contractor's affiliate without written consent of the contractor, which shall not be unreasonably withheld. The State reserves the right to sign any agreement that is deemed to be beneficial to the State. The State's RFP, the contractor's response, and the resulting contract will be the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communication between the parties relating to the subject matter hereof.
10. **DELIVERY:** Delivery shall be required not later than 180 days after receipt of order (ARO).

**Pre-delivery service:** Prior to delivery, each piece of equipment shall be serviced and inspected by the dealer or his agent. A certification of this inspection, including the dealer and vehicle identification, check-off of service and inspection performed and the service manager's signature shall be furnished with each vehicle delivered. The vehicle's fluid compartments shall be filled to the manufacturer's recommended capacity. If applicable, the fuel tank shall be filled to at least register a minimum 1/4 full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location. The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.

**Delivery Receipt:** A delivery receipt will be required for each unit delivered. This form can be of the vendor's own design, but must include the following minimum information: your delivery receipt number, the State Purchase Order number, a space for signature acknowledging receipt by state receiving personnel and date of actual receipt. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered. Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Regional Equipment Managers are to be contacted regarding delivery coordination and contacts.

11. **LIQUIDATED DAMAGES FOR LATE DELIVERY:** Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties. In the event that the goods are delivered late or in the event that the goods do not conform in all material respects to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to \$25.00 per day of non-conforming goods multiplied by the number of days elapsing between the delivery date provided in the specifications and the date that conforming goods are delivered to the State. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to inspect the goods.

These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

These liquidated damages for late delivery are not the exclusive remedy available to the State, but are in addition to all other actual damages that the State may incur by reason of late delivery or by reason of delivery of nonconforming goods.

### 12. WARRANTY:

- 12.1. **Standard Warranty Package:** Unless otherwise stipulated by this ITB, the successful bidder will provide a three-year (36-month) warranty.

12.1.1. Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.

## SUPPLEMENTAL TERMS AND CONDITIONS

12.1.2. For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.

12.1.3. Warranty on Attachments: Same as Standard Warranty Package.

12.1.4. In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

### 12.2. **Warranty Claims:**

12.2.1. Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.

12.2.2. The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.

12.2.3. The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.

12.2.4. The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.

12.2.5. Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.

12.2.6. The vendor will be invoiced for required warranty work performed by the state. The shop rate to be charged for warranty work performed by the state will be **\$87.00** per hour. Actual repair time will be used.

### 12.3. **Authorized Warranty Dealer (Contractor) and Subcontractor:**

12.3.1. The use of a subcontractor does not exclude any provisions as listed in this ITB, as requirements to the contractor.

12.3.2. Contractor must have the capability of providing warranty servicing and repair work within the State of Alaska with an authorized warranty repair facility in Anchorage, as a minimum.

12.3.3. The ultimate responsibility for warranty lies with the contractor (bidder).

12.3.4. The State reserves the right to inspect the warranty facility prior to issuing the Notice of Intent to Award a contract.

### 12.4. **Factory Recall:**

12.4.1. Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.

## 12. **PUBLICATIONS:**

**Service, Parts and Operators Manuals:** Complete set to include applicable information covering prime unit and attachments.

**Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any

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and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to the delivery location

- 13. INSPECTIONS:** The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:
- a. Repair or replace at Contractor's expense, any or all of the damaged goods,
  - b. Refund the price of any or all of the damaged goods, or
  - c. Accept the return of any or all of the damaged goods.

Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the Bidder.

- 14. MANUFACTURER'S REBATE (INCENTIVES):** In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.
- 15. CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

## FTA THIRD PARTY CLAUSES

**1. COMPLIANCE WITH LAWS AND REGULATIONS, FEDERAL CHANGES:** The Contractor agrees to comply with all applicable laws, regulations, and codes of the State of Alaska, the United States Government, and local governments. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**2. CONTRACTOR CAPACITY:**

**A. Contractor Legal, Financial, and Managerial Capacity:** The Contractor assures that it has the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal Transit Administration funds awarded in this grant agreement. The Contractor also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the Request for Proposals under which it is funded, as further described in the Contractor's grant application and the grant agreement.

**B. Contractor Legal Authority to Accept This Sub-Grant:** The Contractor certifies that it has the legal authority to accept grant funds for this project, either as an IRS 501(c)(3) private nonprofit corporation in good standing with the State of Alaska Department of Community and Economic Development, as a local or tribal government entity qualified to receive these funds, or a private for-profit operator of transit services.

**C. Contractor Debarment/Suspension Certification:** If this grant award exceeds \$25,000, the Contractor entity certifies, to the best of its knowledge and belief, that it and its principals:

- are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available on the GSA web site <http://www.epls.gov>.
- have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and
- have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.

If the Contractor later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the State who will forward it to FTA.

If the Contractor cannot certify for all the Suspension/Debarment statements above, the Contractor shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).

[http://www.access.gpo.gov/nara/cfr/waisidx\\_06/49cfr29\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr29_06.html)

### FEDERAL REQUIREMENTS:

**A. Breaches and Dispute Resolution –**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Commissioner of the Alaska Department of Transportation & Public Facilities. This decision shall be final and conclusive. 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 Commissioner shall be binding upon the Contractor and the Contractor shall abide by the decision.

## FTA THIRD PARTY CLAUSES

**Performance During Dispute** - Unless otherwise directed by the State, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Sub-Recipient and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the Sub-Recipient.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Sub-Recipient or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

[http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03\\_DOTComRul\\_49CFR18.html](http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html)

**B. Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Sub-Recipient and understands and agrees that the Sub-Recipient will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

[http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03\\_DOTComRul\\_49CFR18.html](http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html)

**C. Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Sub-Recipient and understands and agrees that the Sub-Recipient will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

[http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03\\_DOTComRul\\_49CFR18.html](http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html)

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

[http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03\\_DOTComRul\\_49CFR18.html](http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html)

**E. Lobbying Prohibition:** None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Alaska State Legislature or the U.S. Congress.

If this grant is \$100,000 or more:

- the Contractor *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of

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Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award.

- the Contractor assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Contractor will forward all these forms to the Sub-Recipient.

[http://www.access.gpo.gov/nara/cfr/waisidx\\_06/49cfr20\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr20_06.html)

**F. Nondiscrimination Requirements:** The Contractor assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Contractor receives Federal assistance from FTA or USDOT. The Contractor agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21 [http://www.access.gpo.gov/nara/cfr/waisidx\\_06/49cfr21\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr21_06.html) ), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1 [http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_5956.html](http://www.fta.dot.gov/laws/circulars/leg_reg_5956.html) ), and other applicable nondiscrimination directives.

[per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)]

The Contractor assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Contractor assures:

- Its FTA-assisted benefits and related services are made available and are equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;
- The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;
- Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;
- Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;
- Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;
- Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Contractor will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

**G. Nondiscrimination on the Basis of Disability:** The Contractor assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Contractor assures it will comply with 49 CFR Parts 27, 37, and 38, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Contractor understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.

[http://www.access.gpo.gov/nara/cfr/waisidx\\_06/49cfrv1\\_06.html#1000](http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfrv1_06.html#1000)

The Contractor assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in Appendix A. If the Contractor is a public entity awarded funds to purchase a non-ADA vehicle for use in demand responsive service for the general public, the Contractor assures that this demand

## FTA THIRD PARTY CLAUSES

responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37. 77.

The Contractor assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc. [Public entities must comply with 49 CFR Part 37, Subpart C and Appendix A. Private entities must comply with 28 CFR Part 36.

[http://www.access.gpo.gov/nara/cfr/waisidx\\_07/28cfr36\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/28cfr36_07.html)

The Contractor assures that any construction contract funded through this project will include ADA requirements.

**H. Equal Employment Opportunities (EEO):** The Contractor assures Equal Employment Opportunity; it will:

- treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;
- take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to 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);
- post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;
- assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Contractor received \$1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more mass-transit-related employees, it agrees to submit to the Sub-Recipient an EEO program, which meets Federal requirements.

**I. Discrimination Complaints:** The Contractor assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Contractor assures it will promptly report to the Sub-Recipient any civil rights complaints it receives.

**J. Disadvantaged Business Enterprises (DBE):** The Contractor assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:

- If the Contractor will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements (This will be included under the State's vehicle procurement contract, if the grantee is purchasing through that mechanism.).
- If the Contractor receives \$250,000 or more in FTA funds in a given Federal fiscal year (exclusive of rolling stock) it assures that it will either be included in the State's DBE program or will prepare and implement a DBE program that meets Federal requirements, including annual DBE goals (excluding goals pertaining to transit vehicle procurements). The Contractor assures its DBE program and goals will be developed using a public process, which will include public notice and consultation with appropriate groups. The Contractor assures it will submit its DBE program to the State and will report its DBE activity and results to the State as required.

The Contractor assures it will not discriminate on the basis of race, color, nation origin, or sex in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26.

[http://www.access.gpo.gov/nara/cfr/waisidx\\_06/49cfr26\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr26_06.html)

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**K. Employee Protections, Contract Work Hours and Safety Standards Act:** The Contractor agrees to comply, and assures the compliance of each third party contractor and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

[http://www.access.gpo.gov/nara/cfr/waisidx\\_06/29cfr5\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr5_06.html)

**L. Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the Sub-Recipient to be in violation of the FTA terms and conditions.

**M. Conflicts of Interest Prohibited:** The Contractor certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.

**N. Program Fraud and False or Fraudulent Statements and Related Acts:** The Contractor certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

**O. Access to Records:** The Contractor certifies it has or will establish a proper accounting system, per generally accepted accounting principals (GAAP) and any Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal "Common Rule," either

#### 4. STATE REQUIREMENTS:

**A. Indemnification and Insurance:** In this section, "Contractor" includes the Contractor's employees, agents, and contractors.

The Contractor agrees to indemnify, hold harmless, and defend the State of Alaska, its officers, agents, and employees from and against any claim of or liability for error, omission, or negligent act of the grantee arising out of the grantee's assumption of the responsibilities for the Project set forth in this agreement.

The Contractor is not required to indemnify the State of Alaska for a claim of or liability for the independent negligence of the Sub-Recipient. If there is a claim or liability for joint negligent error or omission of the Contractor and the independent negligence of the Sub-Recipient, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the Sub-Recipient's selection, administration, monitoring, or controlling of the Contractor.

The Contractor shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement.

Where specific limits are shown, they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the Sub-Recipient shall be entitled to coverage to the extent of such higher limits. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance in the State of Alaska, under AS 21.

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[http://www.legis.state.ak.us/cgi-bin/folioisa.dll/stattx06/query=\\*/doc/%7Bt9186%7D?](http://www.legis.state.ak.us/cgi-bin/folioisa.dll/stattx06/query=*/doc/%7Bt9186%7D?)

**B. Workers' Compensation Insurance:** for all employees engaged in work, under the grant, with coverage as required by AS 23.30.045. The policy must waive subrogation against the State.

<http://www.legis.state.ak.us/cgi-bin/folioisa.dll/stattx06/query=23!2E30!2E045/doc/%7B@10941%7D?>

**C. Automobile Liability:** a minimum coverage of \$500,000 combined single limit per occurrence.

The Contractor shall provide *certificate of insurance to the Sub-Recipient, annually* and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions.

The Contractor shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any replacement vehicle must show the State of Alaska as lien holder, and any replacement vehicle must meet the State-approved vehicle specifications.

**D. Performance Requirement:** The failure of the Sub-Recipient to insist upon strict performance by the Contractor of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the Sub-Recipient of any provision or covenant in this Agreement cannot be enforced or relied upon by the Contractor unless the waiver is in writing and signed on behalf of the Sub-Recipient.

### 5. TERMINATION PROVISIONS:

**A. Failure to Perform:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the Sub-Recipient of such failure or violation, the Contractor fails to take proper corrective action within a reasonable time, the Sub-Recipient shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the Contractor under this Agreement shall, at the option of the Sub-Recipient, become the Sub-Recipient's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of any liability to the Sub-Recipient for damages sustained by the Sub-Recipient by virtue of any breach of the Agreement by the Contractor, and the Sub-Recipient may withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the Sub-Recipient from the Contractor is determined. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the Sub-Recipient to be a "failure to perform" and may result in the loss of the award, at the option of the Sub-Recipient.

**B. Convenience Termination:** If, due to changed circumstances, the Sub-Recipient or the Contractor wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in the Failure to Perform paragraph above shall, at the option of the Sub-Recipient, become the Sub-Recipient's property. If the Agreement is terminated as provided herein, the Contractor shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the Contractor during the contract period and which are directly attributable to the Contractor's performance of this Agreement. The Sub-Recipient shall also reimburse the Contractor for any costs properly incurred by the Contractor in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

### 6. GRANT REQUIREMENTS:

**A. Vehicle and Equipment Maintenance Requirements:** The Contractor assures that it assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of

## FTA THIRD PARTY CLAUSES

cleanliness, safety, and mechanical soundness, following original equipment manufacturer's (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item per Appendix A to this agreement, to retain warranties and meet life expectancy of the items. The Contractor further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within 5 days. The Contractor agrees to document all maintenance completed and all maintenance expenditures. The State and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.

**B. Program Fraud and False or Fraudulent Statements and Related Acts:** The Contractor certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

### 7. ASSIGNMENT OF WORK TO THIRD PARTIES:

**A. State Consent Required:** No portion of work to be performed under this agreement shall be assigned by the Contractor to any third party without written consent of the State.

**B. Alaska Business License Requirement:** The Contractor shall require any contractor or subcontractor under this agreement to comply with Alaska business license requirements as they apply per AS 43.70.

<http://www.legis.state.ak.us/cgibin/folioisa.dll/stattx06/query=business+!22and!22+license/doc/%7B@17337%7D?>

**C. No Federal or State of Alaska Government Obligation to Third Parties:** The Contractor agrees that the Federal and State governments have no liability under this agreement. The Contractor assures that it will include language in any contract under this agreement that states the Federal and State governments have no liability under the contract and require the contractor to include language to this effect in any subcontract, except if the Contractor has specific written consent from the Federal and/or State governments that it/they will accept liability.

**D. Subcontracting Rules:** In the event the Contractor subcontracts any work covered by this Agreement, the Contractor shall require compliance by its subcontractors with applicable provisions of AS 36 and related sections of the Alaska Administrative Code and any other applicable statutes or regulations governing their legal responsibilities in public contracts. In addition, the Contractor shall require compliance with all Federal, State, and local laws and regulations relating to civil rights and appropriate Federal clauses as listed in Appendix B of this agreement. A chart of required Federal clauses is available at the Alaska Department of Transportation and Public Facilities. See contact information on the last page of this agreement.

[http://www.legis.state.ak.us/cgi-bin/folioisa.dll/stattx06/query=\\*/doc/%7Bt14429%7D?](http://www.legis.state.ak.us/cgi-bin/folioisa.dll/stattx06/query=*/doc/%7Bt14429%7D?)

### 8. PROCUREMENT REQUIREMENTS:

#### **A. Procurement System:**

• **If the Contractor is a local or tribal government,** it assures it has or will establish a procurement system that implements State procurement law and procedures, <http://www.state.ak.us/local/akpages/ADMIN/dgs/purchasing/home.htm>, when awarding and administering transit-related purchase orders and contracts involving FTA funds, as well as any other implementing requirements FTA or the State may issue, including:

- a five-year limitation on contract performance
- requirement for full and open competition
- a prohibition against geographic preferences
- the use of Brooks Act procedures for procurement of architectural engineering services if the Sub-Recipient has not adopted a statute governing procurement of such services
- inclusion in its contracts all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FTA Circular 4220.1E.

[http://www.fta.dot.gov/documents/C4220\\_1E\\_Annotated.doc](http://www.fta.dot.gov/documents/C4220_1E_Annotated.doc)

(See AS 36, the implementing regulations in the Alaska Administrative Code, any other State laws or regulations governing Contractor legal responsibility in public contracts.)

## FTA THIRD PARTY CLAUSES

**B. Large Contracts:** If any contract or subcontract for this project is expected to be above the Federal small purchase threshold (\$25,000 or more), the Contractor assures it will:

- include in its request for proposals Government-wide Debarment and Suspension "Instructions for Certification" and certification language *exactly* as required in Appendix A to FTA's "Best Practices Procurement Manual," to extend the debarment/suspension requirements to contractors and subcontractors

The burden of disclosure is on those debarred or suspended. If at any time the Contractor or other covered entity learns that a certification it made or received was erroneous when submitted or if circumstances have changed, the Contractor assures it will disclose this to the Sub-Recipient.

[http://www.fta.dot.gov/publications/reports/other\\_reports/publications\\_4571.html](http://www.fta.dot.gov/publications/reports/other_reports/publications_4571.html)

- include in its request for proposals Lobbying language and certification language *exactly* as required in Appendix A to FTA's "Best Practices Procurement Manual" to extend the Federal lobbying prohibition to contractors and subcontractors

*If rolling stock (vehicles) not subject to a general waiver will be purchased under this grant, regardless of cost, the Contractor assures that it will be manufactured in the United States and have a 60% domestic content, per 49 CFR Part 661, and will provide the appropriate documentation as a component of their Pre-Award Review.*

[http://www.access.gpo.gov/nara/cfr/waisidx\\_05/49cfr661\\_05.html](http://www.access.gpo.gov/nara/cfr/waisidx_05/49cfr661_05.html)

**C. Required Provision in Procurement Notices:** The following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement:

**Statement of Financial Assistance:** "Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Alaska and the U.S. Department of Transportation."

# SPECIFICATIONS

## AWD Wheelchair/Passenger Vans

### GENERAL SPECIFICATION:

The vehicle is to provide maximum passenger appeal in appearance, comfort and safety. The vehicle shall be designed so that continuous operation can be performed without any additional alterations being necessary for extreme weather conditions as experienced in Alaska.

The vehicle is for use in operation at the ferry terminals. It will transport passengers on and off the vessels. The vehicle shall afford features essential for safe, fast, efficient and comfortable operation by the conditions and adequate means for safe passenger movement. No advantage shall be taken by the manufacturer in the omission of any part or detail, which goes to make the van complete and ready for service, even though such parts or detail are not mentioned in these specifications. Unit to include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

The vehicle must meet all Federal and Alaska State requirements for this type of vehicle in effect at the time of delivery, including FMVSS. The vehicle must meet the specifications in the Department of Transportation 49 CFR, Part 38 – Americans with Disabilities Act (ADA), Accessible Specifications for Transportation Vehicles – Subparts A and B. The vehicle offered is not to require the driver to obtain a Commercial Driver's License (CDL). Vendor shall submit copies of STURAA (Altoona) 7-year, 200,000 miles Test Report with bid submission. STURAA shall indicate the make and model of the vehicle tested.

### Minimum Requirements:

#### 1. Vehicle:

- 1.1. AWD Chevrolet Express Van or GMC Savanna or equivalent
  - 1.1.1. Wheelbase: 135 Inches
  - 1.1.2. Over Length: 218 Inches
  - 1.1.3. Gas Engine, V8, 285 HP
  - 1.1.4. Engine Block Heater
  - 1.1.5. Engine coolant to include permanent type antifreeze, affording protection to minus 50 degrees Fahrenheit.
  - 1.1.6. Automatic transmission
  - 1.1.7. Limited Slip, Locking rear differential or traction control
  - 1.1.8. Anti-lock braking system
  - 1.1.9. Supplemental restraint systems for both the driver and right front passenger.
  - 1.1.10. Vinyl Upholstery
  - 1.1.11. Rubber Floor Covering
  - 1.1.12. Front and Rear Heat and Air Conditioning
  - 1.1.13. Cruise Control
  - 1.1.14. Tilt Steering
  - 1.1.15. AM/FM Radio with CD Player
  - 1.1.16. Sliding side rear door
  - 1.1.17. Heavy Duty Running Boards
  - 1.1.18. Green in Color
  - 1.1.19. Tow Package

## SPECIFICATIONS

### 1.1.19. Keys:

- 1.1.19.1. Three keys will be required at the time of delivery if the keys are NOT coded.
- 1.1.19.2. Four keys will be required at the time of delivery if the keys are coded.

### 1.2. Seating:

#### 1.2.1. There shall be 2 seating arrangements (NOT USED AT THE SAME TIME)

##### 1.2.1.1. Arrangement 1

- 1.2.1.1.1. Row 1: Driver and Passenger
- 1.2.1.1.2. Row 2: OEM Bench Seat
- 1.2.1.1.3. Row 3: OEM Seat replaced with a 2 person flip seat for use when wheel chair position is not being utilized.

##### 1.2.1.2. Arrangement 2

- 1.2.1.2.1. Row 1: Driver and Passenger
- 1.2.1.2.2. Row 2: OEM Bench Seat
- 1.2.1.2.3. Row 3: One wheel chair position

## 2. Rear Lift:

### 2.1. Must be 403 & 404 Compliant

(\*) Make/Model Offered

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2.2. To be fully automatic to independently lift all sizes of manual or electric wheelchairs into the vehicle.

2.3. Load capacity of 800 pounds, minimum.

2.4. All attachments will be done through the vehicle frame. Securement of lift to vehicle shall be rigid with no flexing movement between lift frame and vehicle body.

2.5. Electrical connection of lift shall pass through an automatic circuit breaker at the battery end of the connection in the battery compartment.

2.6. The wheelchair lift shall be completely operational while the vehicle engine is off and transmission in park. The battery shall be sufficient to provide for a minimum of 12 complete cycles of the lift while the engine is off and there is 300 pounds on the lift.

2.7. Lift controls must be ADA 403-404 compliant and operation shall be interlocked with the vehicle emergency brakes, wheelchair lift door and transmission to ensure that the vehicle cannot be moved when the lift is not stowed and the lift cannot be deployed unless the interlock is engaged.

## 3. Required literature:

3.1. (\*) Proposed floor drawing to be include with bid package.

3.2. The name, address and phone number of at least one (1) factory authorized mechanic who can service the lift in the State of Alaska to be included with bid package.

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3.3. (\*) A complete schematic color-coded wiring diagram for the lift and installation to be included with bid package.

3.4. A complete set of written operating instructions for lift to be delivered with vehicle

3.5. A complete troubleshooting guide for lift to be delivered with vehicle

## SPECIFICATIONS

3.6. A factory warranty schedule of inspection and service for lift to be delivered with vehicle.

### 4. Pictures of existing vans for reference:



#### 4.1. Interior View from Rear Doors

Factory Seat

2-Person Flip-up Seat

Wheelchair Position

