

Request for Quotations: Replace Rescue Boat and davit for the M/V Prince of Wales

The Inter-Island Ferry Authority (here after referred as "IFA"), an Alaska Pot Authority, seeks quotations from qualified vendors to supply the following:

Vendor must provide certification that the quoted equipment meets the requirements of U.S. Coast Guard and Buy America Compliance Certificate related to these systems or, before a purchase order will be issued.

Rescue Boat: the contractor shall furnish and install one rescue boat, Ambar Marine INC. Model AM 550 or approved equal, the hull shall be fabricated from marine grade aluminum, with a buoyant sponson constructed of closed cell foam.

The rescue boat shall be furnished with a 75 HP four cycle electric start outboard motor, with a wheel-steering system, tow bit, and one 12VDC battery stow in a waterproof , vented box with built in charging system.

The Contractor shall furnish and install a weather cover, secure cradle, and tie downs for a complete installation.

Rescue boat davit: The contractor shall remove existing davit and furnish and install one USCG approved rescue boat davit, Welin Lambie Model PIV 1.6A or Approved equal, the davit shall be furnished with 6.4 HP, 460 VAC electric winch, rigging gear, fall cables, motor starter, push button station, quick release hook and spare, belt type cradle and limit switches. The davit shall be equipped and certified for rescue boat specifications.

Jason's Cradle: The contractor shall furnish and install one USCG approved, Jason's, suitable for use with the rescue boat listed above. Protected stowage shall be provided for the Jason's Cradle adjacent to the rescue boat.

All items will be crated; IFA will retain all removed items.

FTA THIRD PARTY CLAUSES BETWEEN Inter-Island Ferry Authority AND CONTRACTOR

This Agreement is between **Inter-Island Ferry Authority** (hereinafter called the Sub-Recipient) and the Contractor. The Sub-Recipient and the Contractor are entering into this Agreement pursuant to Alaska Statute (AS) 19.05.040 and any regulations promulgated thereunder. This agreement is effective when signed by both parties.

The parties mutually agree as follows:

- 1. 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.

- 2. 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.
- 3. 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
 - 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html
 - 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr19_06.html
- 4. 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.
- 5. Civil Rights:** 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), 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), 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.

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

ADA Access: 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 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

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

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 State an EEO program, which meets Federal requirements.

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.

6. **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.

7. **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

8. 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.

9. Suspension and Debarment: If this grant award exceeds \$100,000, 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 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 Sub-Recipient who will forward it 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

10. Buy America: 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

- include in its request for proposals Lobbying language and certification I "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

- 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
- language *exactly* as required in Appendix A to FTA's "Best Practices Procurement Manual" to extend the Federal lobbying prohibition to contractors and subcontractors
- convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with

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_06/49cfr20_06.html

12. 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

13. 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

14. 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

Non-accessible Vehicle Purchase for Demand Response Services to the General Public: If the Sub Grantee provides demand response transportation to the general public, its service to persons with disabilities (including wheelchair users) must meet the standards of equivalent service in 49 CFR 37.77(c) before it can legally purchase non-ADA-accessible vehicles for use in its demand response service.

http://a257.g.akamaitech.net/7/257/2422/13nov20061500/edocket.access.gpo.gov/cfr_2006/octqtr/49cfr37.77.htm

15. 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 State. 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 Alaska, under AS 21.

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 Sub-recipient.

<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.

E. 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.

16. NONCOMPLIANCE; DISPUTES; REMEDIES

A. Recovery of Funds: In the event of a default or violation of the terms of this Agreement, the State is entitled to recover all or part of the project funds paid to the Sub-Recipient. If Sub-Recipient does not promptly remit the funds in response to a demand, the State may collect the debt by:

- Making an administrative offset against payments that would be due under other grant awards or appropriations,
- Withholding advance payments that would otherwise be due,
- Instituting civil action, or
- Taking any other action permitted by law.

All remedies conferred on the State by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the State's option.

B. Enforcement: The State may take one or more actions in the event Sub-Recipient fails to comply with the terms of the award. Upon written notification explaining the basis of the action, the State may suspend the grant pending corrective action or terminate the grant. The State may impose conditions requiring correction of noncompliance or deficiency. If conditions are imposed, the State will inform Sub-Recipient of the conditions and corrective action sought, the reason for imposition, and the time allowed for completing corrective actions.

Sub-Recipient may contest enforcement action implemented by the State through the protest procedure identified below.

C. Protest: A Sub-Recipient contesting an enforcement action may file a protest with the Project Manager within 15 days of receipt of written notice of the action. The protest must include the name, address, and telephone number of the protester, the signature of the protester or the protester's representative, a detailed statement of

the legal and factual grounds of the protest, including copies of relevant documents, and the form of relief requested.

Within 15 days of receipt of the protest, the Project Manager will issue a decision. The Project Manager may extend this deadline for up to 30 days, in which case he/she will notify the protester in writing of date of the extended deadline.

If the Project Manager sustains a Sub-Recipient's objection to an enforcement action, he/she may rescind or modify the enforcement measure, or implement another appropriate remedy. In no case, however, is a Sub-Recipient entitled to recover more than its reasonable protest preparation costs, which do not include attorney cost or fees.

In determining an appropriate remedy, the Project Manager will consider the circumstances surrounding the enforcement measures including the seriousness of the deficiencies, the degree of prejudice to the integrity of the grant program, the good faith of the parties, the extent to which the terms of the grant agreement have been accomplished, costs to or impacts on the program or department regarding a proposed remedy.

D. Appeal: Within 15 days of receipt of the Project Manager's decision, the protester may file an appeal with the Commissioner of the Department of Transportation & Public Facilities, in which case it must also file a duplicate copy with the Project Manager. The commissioner shall dismiss an appeal if it is untimely. The appeal must include the information required under subparagraph C above, a copy of the decision from which appeal is taken, and identification of the factual or legal errors in the decision forming the basis for the appeal.

The Project Manager will file a complete report on the protest and decision with the commissioner within 15 days of receipt of the protest appeal. The Project Manager will furnish a copy of the report to the protester.

The protester may file comments on the protest report with the commissioner within 7 days of receipt of the report. At the same time, the protester will provide copies of the comments to the Project Manager.

The Project Manager and the protester may make written request to the commissioner for an extension of time to submit their respective filings. The commissioner will respond any such request in writing. If an extension is granted, the commissioner will notify both parties of the new filing deadline.

The commissioner may issue a decision on an appeal without a hearing if the appeal involves no genuine issues of material fact. If a hearing on a protest appeal is required, it will be conducted in accordance with AS 36.30.670.

E. Other Disputes: The procedures identified in AS 36.30.670-.685 and any applicable regulations will govern all other disputes between the State and Sub-Recipient arising in connection with this Agreement.

F. Rights and Remedies: The duties and obligations imposed by the Agreement and accompanying 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

State or Sub-Recipient 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

17. 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 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.

18. 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/cgi-bin/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?

19. 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

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

- **If the Contractor is a private nonprofit organization**, it assures it has or will establish and implement a procurement system in compliance with FTA procurement requirements in FTA Circular 4220.1E Third Party Contracting Requirements as well as any other implementing requirements of Federal, State, or local government, including:
 - a five-year limitation on contract performance
 - a 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 subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required in FTA Circular 4220.1E
http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html
 - written procurement procedures
 - written protest procedures
 - ethical standards of conduct
 - use of appropriate procurement method

B. 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.

C. Non-accessible Vehicle Purchase for Demand Response Services to the General Public: If the Sub Grantee provides demand response transportation to the general public, its service to persons with disabilities (including wheelchair users) must meet the standards of equivalent service in 49 CFR 37.77(c) before it can legally purchase non-ADA-accessible vehicles for use in its demand response service.

http://a257.g.akamaitech.net/7/257/2422/13nov20061500/edocket.access.gpo.gov/cfr_2006/octqtr/49cfr37.77.htm

This procurement is funded by a grant from the Capital Transit Assistance Program (Non-Urbanized), American Recovery Act and Reinvestment Act of 2009 (ARRA) and the state of Alaska Department of Transportation and public Facilities (DOT/PF). As such, this procurement is

subject to the rules and regulations for small procurements of those entities, for procurements More than \$100,000.

A written or faxed quotation is necessary for award. The Quote should indicate receipt of this description, and any differences or substitutions, and include lump sum price for the items, complete, FOB Ketchikan Alaska, including any taxes, licensing, freight or other fees. An IFA Purchase Order, including procurement conditions, will be issued at the time of award.

This solicitation is being advertised in the Ketchikan Daily News, Alaska Journal of Commerce and on the Inter-Island Ferry Authority website (www.interislandferry.com) on this date February 18, 2010. IFA request a written response from interested firms by 4pm, AST, March 4,, 2010.

IFA will review quotations and select their first choice for award by March 5, 2010. IFA will base its decision on what it considers to be best value and in its best interest. IFA reserves the right not to award under this solicitation. Respondents desiring notification of results should indicate on their submission by fax and/or regular mail. Any protest must be filed in accordance with state guidelines no later than 10 days after intent to award is issued. Payment will be processed upon submission of a properly executed invoice.

For further information: contact Lonnie Adams, Operations Manager, IFA (907)617-2995
Quotes to be delivered to: IFA / 9466 Hollis Hwy, Klawock Heenya Mall #4, Klawock, AK 99925
Ph :(907)-755-4848,
or faxed to: Fax (907) 755-4849, or mailed to: IFA, PO Box 470, Klawock, AK 99925.