Request for Proposals

to Provide

Website Design and Hosting Services and Content Management System

Issued by the

Chattanooga Area Regional Transportation Authority (CARTA)

July 31, 2020

I. Introduction

The Chattanooga Area Regional Transportation Authority (CARTA) is requesting proposals from qualified firms for website design and hosting services as well as a content management system. CARTA currently has a website (www.gocarta.org) and wishes to redesign it according to the principles outlined under the scope of services.

CARTA is the Chattanooga area public transit authority, operating a fleet of fixed route and paratransit (Care-A-Van) buses as well as the downtown electric shuttle system. CARTA also sets policy for and manages (or subcontracts the management of) the City of Chattanooga’s parking system, including on-street parking meters, surface parking lots, and parking garages. CARTA also operates the Incline Railway.

Please see Attachment A for a detailed overview of CARTA’s target audience for its website. Priority order has been assigned from left to right, communication to CARTA’s ridership being of the highest priority.

II. Scope of Services

CARTA desires for the selected proposer to create and design a new look for CARTA’s website to include imagery consistent with public transportation. Below are functional requirements CARTA desires for its website.

1. CARTA desires the website to be customer-focused rather than vehicle-focused, and that it meets all applicable ADA requirements and conform to the Web Content Accessibility Guidelines (WCAG) 2.0, Level AA, for accessible design.
2. CARTA’s website design principles include a user-friendly layout, a limited number of mouse clicks needed to access pertinent information, and fast page load times. The website should be designed with Responsive Web Design in order to respond to the user’s behavior and environment based on screen size, platform, and orientation. CARTA would also like to provide functionality similar to our Contact Us page for contacting relevant employees/departments in an open but secure manner and is requesting responses to address how this might be accomplished.

3. CARTA also wishes its website to be mobile-friendly to support use on smartphone/tablet browsers and connected to social media sites such as Facebook, Twitter, etc.

4. There should also be the capability for CARTA to post alerts (such as bus detours) to the public on its homepage. CARTA is also interested in providing subscription text alerts for its customers.

5. CARTA currently provides the capability for potential job applicants to fill out employment applications from the website. CARTA also provides a Care-A-Van ADA application on its website, currently as a pdf, and would like this application to be able to be filled out online by those who are visually impaired.

6. There should also be the capability to offer an employee portal that would contain employee related news and information, such as postings of the CARTA newsletter, a general human resources section, and safety and security information. CARTA envisions access to the employee portal to be self-service, where employees could reset their own passwords.

CARTA intends to provide all content for the website. However, proposers should provide an optional hourly rate for copy services.

CARTA currently has its Bus Tracker feature on its website (http://bustracker.gocarta.org) as well as trip planning functionality. Each of these features will be developed and maintained by a third party but will need to coordinate with the selected proposer to capture the “look and feel” of CARTA’s website for consistency across all pages. The additional features will not require development by the selected proposer of this RFP process but will need to be integrated into the website.

The selected proposer will also be responsible for web hosting and maintenance services (including website security and maintaining a backup of the website) as well as a content management system that will allow CARTA to edit the content of its website as needed. The content management system should be easy to use for those familiar with Microsoft Windows® and Office. CARTA would also be interested in any website statistical services that the selected proposer can provide related to website usage.

CARTA may require professional photography service to update its website imagery. Proposers should provide an option for these services outlined in Section III. G. Price Proposal and in Attachment B. CARTA wishes for its website home page to capture the city of Chattanooga with public transportation in the center of it. Other imagery should be reflective of each service that CARTA provides. CARTA desires shots of 1) downtown Chattanooga with CARTA buses in the background for use on CARTA’s homepage, 2) the city of Chattanooga to include the North Shore, Hamilton Place, and the Chattanooga State area together with snapshots of landmarks (the Tivoli, Memorial Auditorium) for use on CARTA’s homepage, 3) customers using fixed route service, 4) customers using CARTA Care-A-Van, 5) customers using the downtown shuttle, 6) the Lookout Mountain Incline Railway; 7) CARTA’s parking garages and parking equipment; 8) park and ride locations; 9) shots of bicyclists in general and using CARTA’s bike racks on buses to be used on the bike share program page; and 10) UTC campus
and students to be used on the UTC page. CARTA shall be provided perpetual and free rights to all images with unlimited usage.

III. Proposal Contents

A. A brief description of the firm or person submitting the proposal.

B. A representative, partial listing of current clients with reference to those requiring services similar to those listed by CARTA.

C. The résumé of the primary account executive to be assigned to CARTA. Please note that CARTA prefers that there be a single, primary contact at the firm. CARTA recognizes that others associated with the firm may work on CARTA business, but it is CARTA’s preference that one account executive be assigned as the primary contact and be responsible for all business with CARTA.

D. Résumés of others in the firm who may be assigned to work with CARTA.

E. A description of how the firm or individual will meet the needs of CARTA as expressed in the Scope of Service. This section of the proposal should not exceed three (3) typed pages.

F. Representative websites that the firm has designed with reference to those with similar components outlined in the Scope of Services above.

G. Price proposal – include pricing for website redesign with a detailed account of what is included. Provide an option for the proposer to complete website setup vs. CARTA populating once the general design has been approved. Also include pricing for five years of web hosting/maintenance and content management services and training. Pricing for the statistical reports should also be included. Also include hourly rates for five years for staff positions who may work on the website for CARTA.

H. Proposed schedule for completion of website redesign.

IV. Guidelines for Submitting Proposals

One original and one electronic copy of each firm’s proposal must be received at CARTA by 2:00 p.m. on August 21, 2020. Proposals should be addressed to:

Ms. Annie Powell
CARTA
1617 Wilcox Boulevard
Chattanooga, TN 37406

Telephone 423-629-1411  Fax 423-698-2749
E-mail anniepowell@gocarta.org

The outside of the package should be clearly marked with the words “Web Design/Hosting/Content Management System proposal.”
V. Evaluation Criteria

The following criteria will be used in evaluating proposals:

- Relevant overall experience and expertise of the firm  20 percent
- Creativity & strategic thinking related to CARTA’s website  25 percent
- Design of representative websites and references  35 percent
- Price Proposal  20 percent

VI. Selection

The selection of the firm shall be based upon the most responsible and responsive proposal in accordance with the evaluation criteria for this request for proposals. Upon publication of this request for proposals, contacts between proposers and CARTA seeking clarifications of this proposal request shall be required to be in writing and sent to Ms. Annie Powell. No telephone contact regarding this request for proposals shall be permitted. The use of a facsimile device or e-mail in place of mailed correspondence is acceptable. CARTA will provide written response of clarification requests to all persons and/or firms who have received the specifications for this request for proposals.

CARTA reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informalities in any proposals, or to withhold the award if deemed in the best interest of CARTA.

Based upon a review of the submitted documentation, a committee of CARTA management staff will make its selection of the firm or person. If necessary, the selected firm or person and primary account executive will be invited to an oral interview. The interview will be at the exclusive option of CARTA.
### Audience-Segments

<table>
<thead>
<tr>
<th>Riders¹</th>
<th>Advertisers²</th>
<th>Job-Seekers²</th>
<th>Requests-for-Proposals/DBE-Information²</th>
<th>Researchers/² Developers²</th>
<th>CARTA-Employees-[Password-Protected]²</th>
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<td>Dependent¹</td>
<td>Ad-contact²</td>
<td>Openings²</td>
<td>Contract-Opportunities²</td>
<td>Management²</td>
<td>HR-Information²</td>
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<td>Applications²</td>
<td>Submission-Instructions²</td>
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<td>Tourists⁴</td>
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<th>WILL BE LOOKING FOR</th>
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<td>Care-A-Van¹</td>
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<td>Why-Ride¹</td>
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<td>Parking²</td>
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</tbody>
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| Pass-Info¹ | Stuff-to-do-[links]² | Contract-info² | History² | |
| Downtown-Shuttle² | Demographics &-Statistics² | | | |
| Park-&-Ride² | Incline² | | | |
| Bikes-on-Board² | | | | |

### Community-and-Industry-Links
(CVB, Chamber, Neighborhoods, City, UTC, CSTCC, HCDE, TDOT, APTA, etc.)²

### Social-Media-Connections
(Facebook, Twitter, etc.)²

### FAQs
(Who, what, when, where, why, how, etc.)²

### Americans-with-Disabilities-Act/Title-VI-Information²

### Contact-Information
(Address, phone, general-email, web-address, etc.)²

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¹ Dependent riders are those whose sole means of transportation is public transit. They depend on the bus to get to work, healthcare, groceries, etc.
² Choice riders are those who ride the bus as a matter of convenience, convenience or camaraderie, but who have other options. CARTA is interested in attracting more choice riders.
³ Students apply for any student who relies on the bus to get to school, or higher education students who use the bus to get around UTC and Chattanooga State students do not pay to ride CARTA.
⁴ Tourists are visitors to Chattanooga who are interested primarily in parking and shuttle service.
⁵ CARTA Employee Portal requires further vetting internally to determine specific users, users and administrators.

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Attachment A
<table>
<thead>
<tr>
<th>Service</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
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</table>
CARTA General Contract Provisions

A. Applicability

The following requirements and conditions shall be considered as an essential part of specifications and proposals. This document will serve as the contract for the project once the bid is awarded. If there is another contract document the following shall be considered part of that contract.

B. 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 pursuant to 42 USC 6321 and 49 CFR part 18.

C. Federal Changes

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 current “Master Agreement” between CARTA 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.

D. Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

E. No Government Obligation to Third Parties

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

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

F. Program Fraud and False or Fraudulent Statements & Related

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted
project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

G. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

H. Civil Rights Requirements

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

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

I. Incorporation of FTA Terms

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

J. Nondiscrimination - Title VI of the Civil Rights Act

The Contractor and any subcontractor agree to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the
Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.

The Contractor must include the above statement in any subcontract.

K. Interest of Member of, or Delegates to, Congress

No member of, or delegate to, the Congress of the United States, shall be admitted to any share or part of this contract, or to any benefit arising therefrom.

L. Conflict of Interest

The officers, employees or agents of the Chattanooga Area Regional Transportation Authority shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.

M. Prohibited Interests

No employee, officer, board member, or agent of CARTA who is involved in, or is the supervisor of an employee who is involved in, contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. In addition, no immediate family members or partners of an employee, officer, board member, or agent of CARTA who is involved in or is the supervisor of an employee who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. Nor shall any organization that employs or is about to employ an employee, officer, board member, or agent of CARTA who is involved in, or is the supervisor of an employee who is involved in, contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. Finally, no organization that employs or is about to employ any immediate family members or partners of an employee, officer, board member, or agent of CARTA who is involved in, or is the supervisor of an employee who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof.

N. Tax Exemption and Tax Issues

CARTA is exempt from payment of all Federal, State, and local taxes. Said taxes must not be included in bid prices. CARTA will provide necessary tax exemption information upon request of Contractor after contract award. Contractor shall pay promptly all taxes, excises, license fees and permit fees of whatever nature, applicable to its operations hereunder and take out, pay for, and keep current all licenses, municipal, state, and federal, required for the conduct of its business pursuant to this contract, and further agrees not to permit any of the said taxes excises, or license fees to become delinquent.

O. Lawful Business Conduct

The Contractor shall conduct its business and perform services pursuant to this contract in a lawful manner, and shall fully comply at all times with all federal, state, and local laws with its business operations.

P. Bid Rejection or Cancellation
CARTA reserves the right to waive any minor bid informalities or irregularities which are not crucial to the bid or prejudice against other bidders and/or to reject, for compelling reasons, any and all bids submitted. CARTA may reject all bids or cancel the solicitation before opening if it is deemed by CARTA to be in its best interest to do so.

Q. Non-Collusion

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and no effort has been made to fix the bid price for any bidder or to fix any overhead, profit or cost element of any bid price. An affidavit of Non-Collusion, as per attached format, must be signed and submitted with bid (Attachment A.)

R. Notices

All notices required to be given to CARTA hereunder shall be given by Certified Mail, Return Receipt Requested to General Manager, CARTA, 1617 Wilcox Blvd., Chattanooga, TN 37406.

Bidder shall identify person and address to whom notices shall be given in the bid.

S. Independent Status of CARTA and Contractor

The Contractor recognizes and acknowledges that neither it nor any of its employees are agents or servants of CARTA, and that Contractor is and shall remain an independent Contractor in the performance of all services hereunder.

T. Late Bids

Bids received after the exact time set for opening are late bids and will not be considered for award, unless it is determined by CARTA that there was mishandling on CARTA’s part.

U. Modifications and Withdrawals of Bids

Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established as an authorized officer of the company and the person signs a receipt for the bid.

V. Period of Acceptance of Bids

The bidder agrees, if this bid is accepted within 60 calendar days from the date specified in the solicitation for receipt of bids, to enter into a contract and/or furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated points(s), within the time specified.

W. Bid Acceptance or Rejection
CARTA may accept any bid or reject any or all bids (even after opening), or to award the contract on such basis as CARTA deems in its best interest.

X. Right Infringement

Contractor agrees to save, keep, and hold harmless, and fully indemnify CARTA and its officers or agents from all damages, cost, or expenses in law or equity, that may at any time be claimed against CARTA for or in connection with any infringement of the patent, trademark, or other rights of any person or persons in the consequence of the use by CARTA, or any of its officers or agents, of any product or service supplied under the contract, arising from bids submitted, and any claim that the bidder did not have all necessary right and authority to sell the products or services to CARTA, provided CARTA gives the Contractor prompt notice in writing of any such claim.

Y. Firm Information for CARTA Bidder’s List

Fill out attachment B in entirety and return with proposal or bid. In addition, for EACH subcontractor, who may be working for your firm under this contract, copy and fill out sub-contractor information.
Attachment A

Affidavit of Non-Collusion

I hereby swear (or affirm) under penalty of perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;

3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Date _______________________________________________________________

Signature ____________________________________________________________

Company Name _____________________________________________________

Title______________________________________________________________

Subscribed and sworn to me before this _____ day of ____________________20_____

_____________________________________

Notary Public

My commission expires___________________

Proposers E.I Number_____________________________
(number used on employers Quarterly Federal Tax Return)
Firm Information for CARTA Bidders List

1. Prime Contractor Information
   a. Firm Name _________________________________________
   b. Age of Firm _______________________________________
      (number of years doing business under current name and or incorporation)
   c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________
   d. Name of Project Proposal was submitted for ____________________________

2. Subcontractor Information

   Subcontractor 1
   a. Firm Name (Subcontractor 1) ____________________________________________
   b. Age of Firm __________________________________________
      (number of years doing business under current name and or incorporation)
   c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________
   d. Name of Project Proposal was submitted for ____________________________

   Subcontractor 2
   a. Firm Name (Subcontractor 2) ____________________________________________
   b. Age of Firm __________________________________________
      (number of years doing business under current name and or incorporation)
   c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________
   d. Name of Project Proposal was submitted for ____________________________

   Subcontractor 3
   a. Firm Name (Subcontractor 3) ____________________________________________
   b. Age of Firm __________________________________________
      (number of years doing business under current name and or incorporation)
   c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________
   d. Name of Project Proposal was submitted for ____________________________
Firm Information for CARTA Bidders List

Subcontractor 4

a. Firm Name (Subcontractor 4)_________________________________________

b. Age of Firm_________________________________________
   (number of years doing business under current name and or incorporation)

c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________

d. Name of Project Proposal was submitted for_____________________________________

Subcontractor 5

a. Firm Name (Subcontractor 5)_________________________________________

b. Age of Firm_________________________________________
   (number of years doing business under current name and or incorporation)

c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________

d. Name of Project Proposal was submitted for_____________________________________

Subcontractor 6

a. Firm Name (Subcontractor 6)_________________________________________

b. Age of Firm_________________________________________
   (number of years doing business under current name and or incorporation)

c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________

d. Name of Project Proposal was submitted for_____________________________________

Subcontractor 7

a. Firm Name (Subcontractor 7)_________________________________________

b. Age of Firm_________________________________________
   (number of years doing business under current name and or incorporation)

c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________

d. Name of Project Proposal was submitted for_____________________________________

CARTA Internal Use Only

Procurement Officer determine status:

1. CARTA/TN UCP DBE (Y/N)______________

2. Included on Bidder List (date)______________
CARTA Special Contract Provision

1. Applicability

The following requirements and conditions shall be considered as an essential part of specifications and proposals. This document will serve as the contract for the project once the bid is awarded. If there is another contract document the following shall be considered part of that contract.

2. Access to Records and Reports

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide CARTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor shall make available records related to the contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) to the CARTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until CARTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

3. Default and Termination


a. Termination for Convenience

CARTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in CARTA’s best interest. The Contractor shall be paid its fees or its costs, and profit on work performed up to the time of termination, but no unearned profit or fees on work not yet
performed. The Contractor shall promptly submit its termination claim to CARTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the CARTA, the Contractor will account for the same, and dispose of it in the manner the CARTA directs.

b. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule; or if the contract is for services, the Contractor fails to perform in the manner called for in the contract; or if the Contractor fails to comply with any other provisions of the contract, CARTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract, offset by any damage incurred by virtue of Contractor’s default.

If it is later determined by CARTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, CARTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure

CARTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to CARTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from CARTA setting forth the nature of said breach or default, CARTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CARTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach

In the event that CARTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CARTA shall not limit CARTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

4. Government-Wide Debarment and Suspension (Nonprocurement)

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal
Government, CARTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to CARTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CARTA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions (subcontracts) and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (CARTA) may pursue available remedies including suspension and/or debarment.

10. Contractor must complete Attachment 12 and submit it to CARTA with the bid or proposal.

5. Disadvantaged Business Enterprises – Purchases other than Revenue Vehicles

CARTA has an active DBE program required and authorized by the Federal Transit Administration. CARTA attempts to hire contractors and subcontractors that represent the community that CARTA serves. CARTA has consistently been able to achieve 10% DBE participation using race neutral
measures and expects its contractors to strongly attempt to achieve the same or better.

**Contract Assurance**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CARTA deems appropriate.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from CARTA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CARTA. This clause applies to both DBE and non-DBE subcontractors.

Sanctions/consequences of noncompliance with the prompt payment clause may include:

1. Requiring documentation of all payment to subcontractors for all previous payments from CARTA to the prime contractor before any future payments from CARTA to the prime contractor are made.
2. Termination of contract for Default
3. Inability of prime contractor to bid on any future CARTA contracts.

CARTA will ensure that the prompt payment clause of the contract is enforced by:

1. Requiring prime contractors (in sub-contracts in excess of $10,000, to provide subcontractors with all contract provisions, including the prompt payment provision.) Essentially, ensuring that subcontractors are knowledgeable of the prompt payment requirement.
2. Because our contract requires prompt payment by the prime to the sub, the sub is entitled to prompt payment. Because subcontractors will be aware of this right, and it is in their greatest financial interest to assure that this right is respected, we believe it is reasonable to expect that subcontractors not receiving prompt payment will contact CARTA.
3. If CARTA is contacted by a subcontractor regarding possible violation of the prompt payment clause by the prime contractor we will make inquiries to the prime contractor. Depending on the response from the prime contractor, CARTA may implement the sanctions/consequences listed in the above section.

**Legal and Contract Remedies**

In the event a prime contractor fails to comply with its stated contract goals, and cannot show that a good faith effort has been made to do so, CARTA shall initiate the following actions:

1. If any findings are discovered during the process of fulfilling the contract are deemed to be fraudulent or dishonest conduct in connection with the DBE program, CARTA will notify the Department of Transportation’s Inspector General, who in turn under 49 CFR 26 may sanction criminal prosecution, action under suspension and debarment or Program Fraud and Civil Penalties
rule provided in 26.109.

2. CARTA will also consider similar action under our own legal authorities, including responsibility determination in future contracts. Such actions can include termination for default or prohibition from bidding on future CARTA contracts.

VI. Monitoring and Enforcement Mechanisms

Prime contractors must maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of CARTA or DOT. This requirement also extends to any certified DBE subcontractor.

DBE Financial Institutions

CARTA encourages all prime contractors to use the financial service institutions owned and controlled by socially and financially disadvantaged groups. CARTA maintains a list of such institutions and will provide it to any contractors interested in utilizing them.

All prime contractors will include the above statements in this section in all subcontracts over $10,000.

6. Equal Opportunity Employment for Non-Construction Contracts

The contractor agrees to comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. Those equal employment opportunity (EEO) requirements include, but are not limited to, the following:

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be 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. The Contractor also agrees to comply with any implementing requirements FTA may issue.

The contractor will also insert this provision in all its sub-contracts.

7. Subcontracting and Assignment

Contractor shall not assign, sublet, pledge or transfer its rights under this Agreement, in whole or in part, nor delegate or subcontract any of its duties or obligations under this Agreement nor grant any licenses or concessions hereunder, without the prior written approval of CARTA’s General Manager or Executive Director. Such approval may be withheld at the sole discretion of CARTA.

Notwithstanding the foregoing, Contractor may enter into subcontracts with other parties to perform specific tasks or portions of the work required under this contract, but Contractor may not assign or
transfer Contractor's obligations to CARTA for the overall management, oversight, and completion of the work required hereunder.

8. Award Based on Initial Proposals
Awards to proposers may be made, at CARTA’s sole discretion, without discussion of proposals with proposers. Proposals should be submitted initially on the most favorable terms possible, from a price and technical standpoint.

9. Liabilities against CARTA
The contractor agrees to indemnify, defend and hold CARTA harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of CARTA and the contractor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys’ fees incurred by CARTA which arise out of, or relate to contractors performance of the work required under this contract, whether concerning personal injury (or death), damage to property, or any other type of loss or claim, whether these claims or lawsuits are based upon negligence, intentional misconduct, breach of warranty, strict liability in tort, any failure by the contractor to comply with any laws pertaining to the contract documents, the use of patent appliances, products or processes, or any breach by the contractor of any of its other duties, representations, covenants, or the agreements in the contract documents. The contractor will defend all suits brought upon all such claims and lawsuits and will pay all costs and expenses incidental thereto, but CARTA shall have the right, at its option, to participate in the defense of any suit, without relieving the Contractor of any of its obligations hereunder.

10. Order of Precedence - Proposal
In the event of inconsistency between provisions of this solicitation prior to the parties entering into a contract, the inconsistency will be resolved by giving precedence in the following order: 1) the CARTA project completion timeline for performance as set forth in the solicitation (if any); 2) solicitation instructions and technical specifications, if included; 3) CARTA General Contract Provisions, CARTA Special Contract Provisions, and CARTA Additional Special Contract Provisions which are included in the solicitation documents; and 4) in the event of any inconsistencies between the technical specifications and a written request for approval that has been approved by CARTA, the request for approval will have precedence.

11. Order of Precedence – Contract
In the event of inconsistency between various documents that constitute the contract, the inconsistency will be resolved by giving precedence in the following order 1) any modifications approved by CARTA after the contract was signed; 2) any contract documents CARTA executes to award the contract (such as a purchase order, letter of contract award, or negotiated contract signed by both parties); 3) the Contractor’s proposal including any approved equals or modifications approved by CARTA; and 4) the solicitation.

12. Use of “CARTA’s” Name in Contractor Advertising or Public Relations
The Contractor will not allow the CARTA logo(s) or any CARTA-related copy to be published in the Contractor’s advertisements or public relations programs without CARTA’s written approval and then only upon submitting such material to CARTA for review. The Contractor will agree that published information on CARTA or its services will be factual and in no way imply that CARTA endorsed the Contractor’s firm, service, or product.
13. Protest procedures.

Any bidder wishing to protest prior to or after the award of a contract must follow CARTA’s protest procedures contained below. Deadlines in protest procedures must be adhered to otherwise CARTA will not consider the protest. In addition, the protest must include a statement that it is a protest; otherwise it will not be considered a protest.

Protest Procedures

Protests concerning CARTA’s purchasing policies, the contract requirements, the specifications, the bidding procedures, or the contract award, or any other request for explanation or clarification must be submitted in writing to CARTA’s General Manager and must include the following information:

- The name and address of the protester.
- The name and telephone number of the protester’s contact person having responsibility.
- A complete statement of the grounds of the protest with full documentation of the protester’s claim.

a. Pre-award Protests

Pre-award protests must be received by CARTA no less than ten (10) working days before the scheduled bid opening. CARTA will respond to the protest in writing and render its final decision at least five (5) working days prior to bid opening. CARTA will report such protests to the FTA regional office.

b. Post-award Protests

Post-award protests will be received no later than five (5) working days after notification of the award bid. CARTA will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original bid has been awarded by the Board. In such cases, the decision to protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protests. CARTA will report such protests to the FTA regional office.

c. Appeals to FTA

It is the responsibility of CARTA to settle contract issues and disputes. CARTA is committed to using good sound administrative practices and business judgements, as well as professional ethics. Reviews of protests by FTA will be limited to alleged failure by CARTA to have followed proper protests procedures, or its failure to review a complaint or protest. Protesters dissatisfied with CARTA’s final decision may appeal to FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

14. Addenda Acknowledgement

The bidder must submit with the Bid and Addenda Acknowledgement Form acknowledging receipt of all bid addenda issued by CARTA. Acknowledge receipt of addenda on Attachment 14.
15. Terms of Payment

Payment for the specified items shall be net thirty (30) days after acceptance. Bidder should note any discounts for payment before thirty (30) days.

16. Bidders Checklist

Bidders must fill out the bidders checklist in Attachment 15.
Attachment 12

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

(1) The prospective primary participant (potential contractor)________________________________________certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The primary participant (potential contractor)________________________________________certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

________________________________________ Signature of Contractor's Authorized Official

________________________________________ Name and Title of Contractor's Authorized Official

________________________________________ Date
Attachment 14

Addenda Acknowledgement Form

Addenda received

Addendum No:____________________________ Date Received:_______________________

Addendum No:____________________________ Date Received:_______________________

Addendum No:____________________________ Date Received:_______________________

Addendum No:____________________________ Date Received:_______________________

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Addendum No:____________________________ Date Received:_______________________

Addendum No:____________________________ Date Received:_______________________

__________________________ Signature of Contractor's Authorized Official

__________________________ Name and Title of Contractor's Authorized Official

__________________________ Date
Attachment 15

Bidders Checklist

This form must be completed and returned with the submission of bid documents. The bidder must use this checklist to help ensure all required certifications, affidavits, and documentation are provided. If the referenced attachment is not required, the bidder must right “N/A” in the check off space.

<table>
<thead>
<tr>
<th>Attachment / Description Document</th>
<th>Bidder Check Off</th>
<th>CARTA Check off</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSCP 12</td>
<td>Debarment, Suspension, and Other Responsibility Matters</td>
<td></td>
</tr>
<tr>
<td>CSCP 14</td>
<td>Addenda Acknowledgement Form</td>
<td></td>
</tr>
<tr>
<td>CGCP A</td>
<td>Affidavit of Non-Collusion</td>
<td></td>
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<tr>
<td>CGCP B</td>
<td>Firm Information for CARTA Bidder’s List</td>
<td></td>
</tr>
</tbody>
</table>

_____________________________ Signature of Contractor's Authorized Official

_____________________________ Name and Title of Contractor's Authorized Official

_____________________________ Date