



# Legal Notice

## COMPETITIVE DESIGN AND INSTALLATION OF NONPROPRIETARY FIRE ALARM SYSTEMS FOR FOUR (4) FIRE STATIONS

City of Spartanburg  
P.O. Box 5107  
145 W. Broad Street  
Spartanburg, SC. 29304  
Email: [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org)

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**February 1, 2023**

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**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is seeking submissions to design and install nonproprietary fire alarm systems for four (4) fire stations of the City of Spartanburg Fire Department.

### **Proposal No: 2223-03-07-01**

The City of Spartanburg hereby notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

The City of Spartanburg reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of prospective parties prior to awarding of the Contract. The vendor that is awarded the proposal will be required to obtain a City of Spartanburg Business License.

A pre-bid meeting will be held on **February 14, 2023**, at 2:30 pm Eastern time at 450 Wofford Street, Spartanburg, SC 29301. We highly recommend attendance.

Sealed proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **Tuesday, March 07, 2023**, no later than 3 pm, City Hall, 145 West Broad Street, at which the time they will be publicly opened and read aloud in the Training Room, the same location.

Technical questions regarding the scope of services should be directed to Carl F. Wright at 864-596-2790 or emailed to [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org).

Proposals can be hand-delivered or mailed to the following address:

City of Spartanburg  
P.O. Box 5107  
145 W. Broad Street  
Spartanburg, SC. 29304

Attn: Procurement and Property Division  
**Proposal No: 2223-03-07-01**

**Proposal can also be delivered via Fed-Ex or UPS to the above address**

For further information and a complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for Invitations for bids. The following Proposal Number Must be placed on the outer envelope in order for the bid to be Stamped in as accepted on time: **Proposal No: 2223-03-07-01**

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# **COMPETITIVE DESIGN AND INSTALLATION OF NONPROPRIETARY FIRE ALARM SYSTEMS FOR FOUR (4) FIRE STATIONS**

## **I. INTENT AND GENERAL INFORMATION**

The City of Spartanburg (“City”) is seeking submissions for a professional services proposal to design and installation of nonproprietary fire alarm systems for four (4) fire stations for the City of Spartanburg Fire Department (SFD).

### **BACKGROUND**

The City of Spartanburg is a municipality in the State of South Carolina with approximately 19 square miles and a population of 38,000. The Fire Department is tasked with responding to nearly 3,000 emergencies per year. The department is authorized for shifts totaling 23 personnel with six response apparatus across five stations. The four (4) substations were built before fire protection system installation codes were required. Fire protection systems are essential to the public and city personnel’s safety. As such, the City of Spartanburg Fire Department is soliciting bids to design and install nonproprietary fire alarm systems in each of the four fire stations. The design and installation will be funded with grant funds, so timelines and benchmarks are critical.

Grant Administrator: Philip Starck, City of Spartanburg

Bid Specifications Administrator: Marion F. Blackwell, City of Spartanburg

Construction Manager: Jan de Voest, City of Spartanburg

Procurement Manager: Carl F. Wright, City of Spartanburg

### **SPECIFICATIONS**

The SFD is soliciting services to design and install nonproprietary fire alarm systems for four (4) fire stations to include installation of a KNOX box.

The contractor shall be able to provide onsite services in the City of Spartanburg, including all services required in the agreement.

A cover letter attesting to the company’s background, experience, and evidence of construction capabilities shall accompany the proposal.

The proposal shall include a list of clients where the company has completed the installation of both NFPA-72 compliant Fire Alarm Systems.

Subject Matter Experts (SME) and staff resumes shall be submitted with the proposal and/or upon request.

## **II. SUBMISSION AND DEADLINE**

Proposals must be **received by 3:00 pm Tuesday, March 07, 2023.**

One (1) original, three (3) copies and one (1) electronic copy (thumb drive) of the submission shall be sent to:

City of Spartanburg  
**P.O. Box 5107**  
145 W. Broad Street  
Spartanburg, SC. 29304

Attn: Procurement and Property Division

**Envelopes must be marked:**

**“COMPETITIVE DESIGN AND INSTALLATION OF  
NONPROPRIETARY FIRE ALARM SYSTEMS FOR  
FOUR (4) FIRE STATIONS  
Proposal No: 2223-03-07-01**

Questions regarding this RFP may be directed to, Carl F. Wright 864-596-2790 or emailed to [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org).

### III. SCOPE OF WORK

- 1) Design of Four (4) NFPA 72 Compliant Fire Alarm Systems that meet 2018 IBC/IFC, state and local requirements.
- 2) Installation on each fire station of an externally mounted KNOX box with tamper switch monitored by the fire alarm system as a supervisory signal activated upon opening.
- 3) Materials to install designed systems.
- 4) Labor to install designed systems.
- 5) Bid should include costs for all PE, State and local submittals.
- 6) Bid should have one cover sheet with total project cost with an attached individual submission for each location to include the proposal cost, brand name of the fire alarm panel, along with the proposed location of the system within the facility.
  - a) Station 2 – 905 Union Street, Spartanburg, SC 29302
  - b) Station 3 – 510 Magnolia Street, Spartanburg, SC 29306
  - c) Station 4 – 200 Camelot Drive, Spartanburg, SC 29031 (Dry System)
  - d) Station 5 – 1075 Fernwood Glendale Road, Spartanburg, SC 29307
- 7) Training: The vendor must provide a training workshop after installation of the fire alarm systems. This training must include instructions on the operations of the installed systems. The vendor must provide hands-on training in each facility on fully installed, operational nonproprietary fire alarm systems.
- 8) Specific Instructions: This proposal includes design, submittal, material, and installation to install a new NFPA compliant nonproprietary fire alarm systems for each property.
- 9) Bid should also include any costs associated with PE, State and local submittals. All work must comply with seismic requirements to include restraints and/or bracing.
- 10) Bid must include the specific terms of warranties for material and workmanship on each system.
- 11) Bid security in an amount equal to at least five percent 5% of the amount of the bid shall be required for all competitive bidding for construction contracts exceeding \$100,000. Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina, or the equivalent in cash, certified check, cashiers' check, or money order. The City, at its option, may require bid bonds on construction contracts under \$100,000 when the circumstances warrant. Noncompliance with this provision mandates that the City reject the bid. Bid security will be returned to the unsuccessful bidders upon contract award by the Procurement and Property Manager.
- 12) Contractor needs to provide 1 year warranty from date of acceptance.
- 13) Contractor needs to provide Payment and Performance Bond of 100% of the Construction Contract price.
- 14) Project duration shall be ninety (90) days, liquidated damages shall be \$500 per day after ninety days.
- 15) Site visits shall be scheduled through Assistant Fire Chief Philip Starck at (864) 591-4373.

16) Last day to receive questions via email shall be **March 01, 2023** by **5:00 pm** delivered to [jdevoest@cityofspartanburg.org](mailto:jdevoest@cityofspartanburg.org) .

#### **IV. SUBMISSIONS**

The City will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any review of the submissions.

Respondents shall submit their proposal in the following format:

1. One (1) original and three (3) printed copies of the proposal shall be submitted for review. An electronic copy shall be submitted via a thumb drive.
2. Cover Letter indicated in Section I above.
3. Completed City of Spartanburg Exhibits B, C D, E, G, and H below
4. Work plan or approach to Scope of Services included herein.
5. Statement of ability to perform all professional requirements as stated in Qualifications and Scope of Services sections.
6. Listing of proposed staff, including resumes, credentials, and applicable licenses.
7. Related Experience of firm as it relates to this RFP.
8. Names, Addresses and Telephone numbers of references (minimum of three).
9. Additional information, not included above, which you feel may be useful and applicable to this project.

**Procurement & Property Division**



Request for Proposal

**DESIGN AND INSTALLATION OF NONPROPRIETARY FIRE ALARM SYSTEMS FOR FOUR (4) FIRE STATIONS**

**Proposal No: 2223-03-07-01**

**(Show this number on envelope and all correspondence)**

\_\_\_\_\_ submits herewith our proposal in response to the bid request  
 (*Company Name*)

number shown above in compliance with the description(s) and specifications (s) for the following:  
 Bidder will supply materials for the following fixed price:

	Location	Total Cost
1	<b>Fire Station 2</b> Located at <u>905 Union Street</u>	
1	<b>Fire Station 3</b> Located at <u>510 Magnolia Street,</u>	
1	<b>Fire Station 4</b> Located at <u>200 Camelot Drive,</u>	
1	<b>Fire Station 5</b> Located at <u>1075 Fernwood Glendale Road,</u>	
	<b>Total</b>	

In compliance with the proposal invitation and subject to all conditions thereof, the undersigned agrees:

- A. This proposal is stated, is open for acceptance for a period of 60 calendar days from day of pending.
- B. To furnish all items at the prices set forth the items unless otherwise specified, within 30 Calendar days after receipt of purchase order; contract and/or notice proceed.
- C. By Signing this Proposal form Proposer agrees all Addendum have been read and understood.

**COMPANY NAME:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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# Authority to execute a contract

## A RESOLUTION

FOR THE PURPOSE OF AUTHORIZING \_\_\_\_\_ TO EXECUTE AN CONTRACT WITH SPARTANBURG CITY

**WHEREAS,** \_\_\_\_\_ will or has submitted a bid/proposal to Spartanburg City of Spartanburg for the purpose of providing goods or services; and

**WHEREAS,** \_\_\_\_\_ may be or has been awarded a contract to provide good or services to Spartanburg City of Spartanburg ; and

**WHEREAS,** \_\_\_\_\_ Type of Organization is :

Check the applicable box):

- Sole Proprietorship
- Partnership
- Corporate entity (not tax-exempt)
- Corporate entity (tax-exempt)
- Government entity (Federal, State or Local)
- Other \_\_\_\_\_

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors (or other appropriate governing body) of \_\_\_\_\_ does hereby approve and authorize  
(Company's Name)

\_\_\_\_\_ to execute a contract with Spartanburg City of Spartanburg  
(Name of Individual)

in an amount not to exceed \$\_\_\_\_\_.

**ADOPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NAME OF ORGANIZATION [ \_\_\_\_\_ ]

ATTESTED

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

Title: \_\_\_\_\_

**Exhibit D**

**CITY OF SPARTANBURG, SC  
Bidder Conflict of Interest Disclosure Form**

The information called for in this questionnaire is for use by the City of Spartanburg in connection with its risk assessment procedures and related activities.

Does your organization have any officers, managers, employees, or officials that are related to any employees, officials, board members, committee members or City Council Members of the City of Spartanburg, SC?

\_\_\_ **No** (Please sign the certification below and promptly return this page with the W-9)

\_\_\_ **Yes** (Please sign and provide the name(s) of the individual(s))

**CERTIFICATION**

*I certify that the information herein supplied in response to this questionnaire is complete and correct to the best of my knowledge and belief and understand that the information submitted is subject to audit and verification by the City of Spartanburg.*

\_\_\_\_\_  
*Name of Authorized Official*

\_\_\_\_\_  
*Title of Authorized Official*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Email Address*

## DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 23, 2003, 68 FR 66534).

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXPERIENCE/ REFERENCES

List five jobs, similar in size, completed by Proposer. List dollar amount, brief description reference name and phone number for each job.

a. Name of Project: \_\_\_\_\_ Owner/Engineer:  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Started: \_\_\_\_\_ Date  
Completed: \_\_\_\_\_ Value of Contract: \_\_\_\_\_  
Project Description:  
\_\_\_\_\_

b. Name of Project: \_\_\_\_\_ Owner/Engineer:  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Started: \_\_\_\_\_ Date  
Completed: \_\_\_\_\_ Value of Contract: \_\_\_\_\_  
Project Description:  
\_\_\_\_\_

c. Name of Project: \_\_\_\_\_ Owner/Engineer:  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Started: \_\_\_\_\_ Date  
Completed: \_\_\_\_\_ Value of Contract: \_\_\_\_\_  
Project Description:  
\_\_\_\_\_

# Exhibit H

## AFFIDAVIT OF NON-COLLUSION

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at **independently and** without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important and will be relied on **by the City of Spartanburg** in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **City of Spartanburg** of the true facts relating to the submission of Offers for this contract.

\_\_\_\_\_  
(Authorized Signature)

(Name of Company/Position) \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_

**Transmittal Memo**

1. Legal Name of Proposing Firm: \_\_\_\_\_

Address: \_\_\_\_\_ City,

State, Zip Code: \_\_\_\_\_

2. Specify Public or Privately Owned: \_\_\_\_\_

3. Name, Address, Telephone Number of Person to Contact for Additional Information: Name: \_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address \_\_\_\_\_

4. Name, Address, Telephone Number of Person to Contact if Bid is Awarded: Name: \_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address \_\_\_\_\_

**Certification of Primary Participant Regarding Debarment,  
Suspension, and other Responsibility Matters**

The Primary Participant (potential successful proposer for a major third-party contract) 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 from covered transactions by any Federal department or agency.
- b) Have not, within a three-year period preceding this certification, 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 statement or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
- e) The Primary Participant (potential successful proposer for a major third-party contract) also certifies that, if it later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the City.
- f) If the Primary Participant (potential third-party successful proposer) is unable to certify all statements in paragraphs (1) and (2) of this certification, it shall indicate so in this proposal and attach a written explanation to this certification.

Authorized Signature: \_\_\_\_\_

Firm's Name:

Date: \_\_\_\_\_

## Attachment B.4

### **Certification of Compliance with Federal Regulations**

The successful Proposer certifies to the best of its knowledge and belief, that it and its principals will be required, and hereby agrees, to comply with all applicable federal laws and regulations, including, but not limited to the following (note: attached forms or certifications must be completed):

#### **1. ENERGY CONSERVATION REQUIREMENTS**

The Proposer 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.

#### **2. CLEAN WATER REQUIREMENTS**

The Proposer 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 Proposer agrees to report each violation to the FTA and the appropriate EPA Regional Office.

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

#### **3. LOBBYING**

Proposers who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

#### **4. ACCESS TO RECORDS AND REPORTS**



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

## **5. CLEAN AIR**

The Proposer 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 Proposer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

## **6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Proposer acknowledge and agrees 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 any awarded contract and shall not be subject to any obligations or liabilities to any other party (whether or not a party to that contract) pertaining to any matter resulting from such contracts.

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

## **7. FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Proposer 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 Proposer 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 such contract work is being performed. In addition to other penalties that may be applicable, the Proposer 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 Proposer to the extent the Federal Government deems appropriate.

The Proposer 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 Proposer, to the extent the Federal Government deems appropriate.

The Proposer 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 sub-Proposer who will be subject to the provisions.

## **8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

Any person who is debarred, suspended or voluntarily excluded may not take part in a Federally-covered transaction, either as a participant or a principal during the period of debarment, suspension or voluntary exclusion. Accordingly, neither FTA nor its recipients may enter into any transaction with such debarred, suspended or voluntarily excluded persons during such period. A certification process has been established by 49 CFR, Part 29 as a means to ensure that debarred, suspended or voluntarily excluded persons do not participate in a Federally-assisted project. Each proposer must provide to the City as part of the proposal a signed certificate, found in *Attachment B, Required Forms*, in compliance with 49 CFR, Part 29.

## **9. PRIVACY ACT**

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

(1) The Proposer 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 Proposer agrees to obtain the express consent of the Federal Government before the Proposer or its employees operate a system of records on behalf of the Federal Government. The Proposer 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 Proposer 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.

## 10. 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer 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 Proposer 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 Proposer agrees to comply with any implementing requirements FTA may issue.

(3) The Proposer 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.

#### **11. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

It is the policy of the City to provide minorities and women equal opportunity for participation in all aspects of the City's contracting programs. The recipient of this contract will comply with the Minority and Women's Business Enterprise Plan of the City, as amended from time to time.

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises (DBE), as defined in 49 CFR, Part 26, will have the maximum opportunity to participate in the performance of the contract to be derived from this RFP. Since the contract will be financed in whole or part with federal funds, DBE requirements in 49 CFR, Part 26 apply to this contract.

#### **12. 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 4220.1D, dated April 15, 1996, 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 Proposer shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the transit system to be in violation of the FTA terms and conditions.

#### **13. ENVIRONMENTAL PROTECTION**

The Proposer agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

#### **14. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)**

The Proposer agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Proposer also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29

U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) 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;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

Authorized Signature: \_\_\_\_\_

Firm's Name:

Date: \_\_\_\_\_

## EXHIBIT C PROTEST PROCEDURES

### Authority to Resolve Protested Awards – Actual Bidders-Proposers

- a. Any actual bidder or Proposer who is aggrieved in connection with the intended award or award of a contract shall protest to the City Manager in the manner stated under Subsection “b” of this section within ten (10) calendar days of the date of notification of award posted in accordance with this policy.
- b. **Protest Procedure:** A protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and relief requested with enough particularity to give notice of the issues to be decided.
- c. **Authority to Resolve Protest:** The City Manager in coordination with, and under the advisement of the City Attorney, shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by an actual aggrieved bidder, offeror, or a Proposer concerning the award of a contract.
- d. **Decision:** If the protest is not resolved by mutual agreement, the City Manager in coordination with the City Attorney shall issue a decision in writing within ten (10) days after receipt of the protest. The decision shall state the reasons for the action taken.
- e. **Notice of Decision:** A copy of the decision under Subsection “d” of this section shall be mailed or otherwise furnished immediately to the protestant and any other intervening party.
- f. **Failure to Render Timely Decision.** If the City Manager does not issue the written decision required under Subsection “c” of this Section within a reasonable time after written request for a final decision or within such longer period as may be agreed upon by the parties, then the Proposer shall proceed as if an adverse decision has been received.