

# REQUEST FOR PROPOSALS

## Audio-Visual Improvements for Rapid Central Station Conference Center Project 2019-11



300 Ellsworth Ave SW  
Grand Rapids, MI 49503-4005  
(616) 456-7514

Date Issued:	Wednesday, October 24, 2018
Pre-Proposal Meeting:	Monday, November 5, 2018 at 11:00 a.m.
Date Due:	Wednesday, November 21, 2018 at 2:00 p.m. EST
Anticipated Award:	November 30, 2018



## SECTION 1: PUBLIC NOTICE

### REQUEST FOR PROPOSALS (RFP)

#### AUDIO-VISUAL IMPROVEMENTS FOR RAPID CENTRAL STATION CONFERENCE CENTER

The Interurban Transit Partnership (ITP) is requesting sealed proposals for a firm to provide Audio-Visual Improvements For Rapid Central Station Conference Center for the Interurban Transit Partnership, otherwise known as The Rapid. Copies of the RFP may be obtained by contacting the ITP's Purchasing Manager.

The ITP's Purchasing Manager will accept sealed proposals until **Wednesday, November 21, 2018 at 2:00 P.M., local time.**

Proposals shall be subject to all applicable State and Federal laws and subject to financial assistance contracts between the ITP Board and the United States Department of Transportation, under the Federal Transit Act of 1964, as amended, and the Michigan Department of Transportation. The successful contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. All proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

The ITP Board hereby notifies all proposers that it will affirmatively insure, in regard to any contract entered into pursuant to this advertisement, that Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Request For Proposal and will be not discriminated against on the grounds of race, color, religion, sex, handicap, or national origin in consideration for an award.

The ITP Board reserves the right to postpone, accept or reject any and all proposals, in whole or in part, on such basis as the ITP Board deems to be in its interest to do so, subject to the rules and regulations set forth by the Federal Transit Administration and the Michigan Department of Transportation.

No proposal may be withdrawn for at least sixty (60) days after the scheduled closing time of the proposals. An **original and three (3) electronic copies** (CD, thumb drive) of the proposals should be submitted to the Purchasing Manager. .

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Interurban Transit Partnership  
300 Ellsworth Ave S.W.  
Grand Rapids, MI 49503  
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## **SECTION 2: SCOPE OF WORK**



## SECTION 17700 MULTIMEDIA SYSTEMS

### PART 1 GENERAL

#### A. Related Documents

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions Sections, apply to this Section.
  - a. Supplemental A - Compliancy Matrix and Checklist
  - b. Supplemental B – Unit Pricing
  - c. Supplemental C – Cost Analysis Worksheet
  - d. Supplemental D – Mandatory Alternates
  - e. Multimedia Flowchart/Block Diagram
  - f. Conference Center Floor Plan

#### B. Bidder Qualifications

1. Bidders shall be manufacturer certified resellers of proposed equipment.
2. The Bidder shall be a firm which is regularly and professionally engaged in the business of the applications, installation, and testing of the specified technology systems and equipment. The contractor shall demonstrate experience in providing successful systems and equipment within the past 3 years of similar scope and size.

#### C. Description - Overall

1. The following is a Request for Proposal (RFP) for a 100% turnkey audio/video multimedia system in the Rapid's Central Station Community/board room.
2. The intent is to replace outdated (10+ years) existing, yet functioning, multimedia system equipment with the latest audio and video technologies to meet both today's needs and be adaptable for the future. The current system is used primarily for board meeting functions, but it is desirable to use the new system for other functions in this multi-use space. (Training, Public Hearings, Meetings, etc.)
  - a. Usability and aesthetics for other uses is an important consideration.
3. As this is a Request for Proposal, alternative designs may be proposed and will also be considered. The intent of the Proposal should be to meet the needs of the Owner as opposed to stringent adherence to equipment or design indicated herein.
  - a. The system has been designed and the RFP written with specific manufacturer's equipment called out as a basis of design for system to detail desired features, functionality and performance. Equivalent equipment, devices and solutions will be considered. Where no manufacturer is listed, propose the best piece of equipment to meet the Owner's requirements and needs.

4. All proposals must contain a narrative that demonstrates the bidder's understanding of the Owner's needs and how the proposed solution meets these needs. Additionally, include a general overview of how the system operates illustrating the benefits and features of the system proposed. Include graphics, schematics, one-line diagrams, drawings and sketches required to fully articulate the of the proposed solution. This portion of the RFP needs to provide both technical information as well as information in a format that non-technical personnel can easily understand.
5. Include with the proposal a minimum of three references of projects completed within the last three years of similar size and scope. Company names, contact names, job title, email addresses and telephone numbers shall be provided. Confirm all reference contact information is valid for any references listed prior to submitting proposal.

#### D. Description - Existing

1. Existing Audio: The system as currently used supports board meetings through sound reinforcement and distribution to both board members and meeting attendees throughout the room via in ceiling speakers and wireless microphones. The board meetings are recorded on a hand-held device placed on the table to facilitate writing of meeting minutes.
  - a. Public speakers use a wireless microphone at a standalone podium.
  - b. Board members use wired microphones (One microphone per two board members) that are deployed during furniture setup and then returned to storage after the meeting. (Not static installation)
  - c. Currently the speakers above the board members are turned off due to feedback.
2. Existing Video: Video is provided via a ceiling projector (with electrical lift) and electrical screen. Content is provided via HDMI or VGA connectivity on the wall. The system is nominally controlled by a wireless Crestron controller. The system does not have access to network stored content.
  - a. The 4:3 84" diagonal projector screen is electrically lowered via a wall switch (not through the controller) behind the board members and between them and a westward facing window.
  - b. The projector lift is controlled via the Crestron controller. The lift has experienced mechanical/electrical malfunctions in the past.
  - c. The screen is located behind many board members which doesn't allow proper viewing.

#### E. Description – New System Operation and Performance

1. The Owner intends to procure an A/V multi-media control system and multi-media equipment for installation and use within the existing Conference Center. The system is primarily used for board meetings but shall also be available for use for



Owner training sessions, public meetings/hearings, etc. The solution shall be as wireless and flexible as possible to accommodate multiple uses.

- a. Microphones must be wireless using RF technology.
  - b. Fixed/mounted equipment shall be limited to the wall mounted touch panel, cabling within walls, ceilings and floor boxes and ceiling mounted (in tile) speakers.
  - c. See attached floor plan and schematic for reference and further information.
2. New wireless, gooseneck microphones to be provided to each board member, as well as hand held or microphone stand mounted wireless microphones for the public/audience, processed and controlled by new core system equipment. Additional inputs may be external audio devices connected to the system or audio from the interactive video display.
- a. The system shall have equipment to be able to distribute audio to all speakers (including those above the board members) that are feedback and echo-free.
3. Recording – the ability to record (Start, stop, pause, fast forward and reverse) all audio shall be provided. Recording shall be started, stopped and paused remotely within the Conference Center via the touch panel and integrated wireless platform. Recordings are used to create meeting minutes, etc.
- a. Recordings shall be stored locally on the device, on the network and on removable media (USB drive).
  - b. Audio recordings shall be available to be played from any networked workstation or computing device, either from network storage or connected directly or via web browser to the recording device. All recording system controls shall be accessible to the user playing back the audio. (Play, stop, pause, fast forward, reverse)
    - 1) The primary user of the stored audio is located in an adjacent building and would access the recordings via LAN/WAN.
    - 2) Note that the recording equipment shown in the basis of design has network storage only available via FTP server, the desire is to have straight forward network storage capability if possible.
  - c. Audio recordings shall be secured to prevent unauthorized tampering or deletion.
4. The owner currently uses Crestron for control and the current code is available to the successful bidder if needed.
5. The existing wireless touch panel is to be replaced with a wall mounted, hard-wired touch panel provided with applications for integration to hand-held/portable devices - tablets, I-pads, laptops, etc. for remote control. Provide within the proposal the recommended hand-held device. Note this device will also be used to mirror the

interactive flat panel display to allow remote control and annotation of the flat panel content and features/functions.

- a. A 10" display (or larger) tablet or hand-held computing device will provide remote control:
  - 1) Device shall be touch screen
  - 2) Smart Notebook Player app (or equivalent) for remote control/annotation of the interactive display.
  - 3) Crestron (or equivalent) App-Pad or Crestron App-Android for remote control of the hardwired touch panel.
6. The existing projector, projector lift and electrically operated screen are to be disconnected and left in place by the successful bidder. These components will be replaced with two 75" flat panels (one interactive with onboard PC) on carts with casters, connected to the system via floor boxes for the audience, and one 55" flat panel display on a confidence monitor cart with casters placed in front of the public podium for the board members use, connected to the system via floor box. These devices are to be used for presentations during board meetings as well as for training purposes when the space is used in that manner. When not in use these will be stored in adjacent store rooms or the AV equipment room.
7. All wireless devices shall be provided with charging docks for internal rechargeable batteries. Solutions using only COTS type batteries will not be considered.
8. All existing equipment and material, with the exception of the existing microphone stand and speaker wiring, shall be completely removed from site and properly disposed of.
  - a. This includes all electrical equipment, wiring and device demolition for the existing projector, lift and screen.

#### F. Equipment

1. The system shall have as input devices:
  - a. Wired and/or wireless microphones
    - 1) Wireless gooseneck microphones shall have mute switches with visual indicator (lights) to the user that the microphone is muted.
      - a) "Push and hold" muting is desirable, meaning the user has to hold down the mute button to be muted, once released the microphone is no longer muted. Note the microphone listed in the basis of design has only a toggle mute on/off capability.
    - 2) Hand held microphones shall have on/off switches that should not be easily accessible to untrained users (I.e.- public)

- b. Interactive display video and audio content
    - 1) Interactive display shall have an on-board PC
  - c. Rack mounted Blue Tooth receiver
  - d. Network access for file retrieval to play content on video displays
  - e. Owner provided PC, Laptop or tablet content – wired and wirelessly connected (This is in addition to the required hand-held device noted above for remote control)
  - f. Touch panel for control
  - g. Integrated wireless hand-held device (I.e. – I-pad or tablet)
2. Output devices shall consist of:
    - a. Flat Panel monitors
    - b. Recessed ceiling speakers
    - c. Recording system with networked storage (Storage platform by owner)
    - d. Hearing aid compatible assistive listening devices
    - e. Integrated wireless hand-held device (I.e. – I-pad or tablet)
  3. The control system shall be able to control all features and functions of all controllable devices.

#### G. Basic Features

1. Users shall be able to easily switch video and audio inputs, sources and volumes, room audio (microphones) and interactive flat panel display/display PC to all displays and speakers.
2. The main control panel shall be able to switch between input devices and output devices, as well as control their features.
  - a. The main control panel shall be hardwired, but portable (wireless) touch panels will be considered.
3. All sound shall be associated with their respective video feeds and processed through the system as a single audio/video stream.
4. At least one means of connecting other audio streams will be provided for access to the system from the Multimedia System. Connection to other systems shall not be included in this work, however the ability of this connection is included.

#### PART 2 WORK INCLUDED

- A. All labor and material to provide a complete multimedia system as specified herein including, but not limited to:
1. All associated electrical work, both new and demolition
  2. System cabinet and accessories
  3. Control equipment, interfaces and programming
  4. Switching, processing and scaling equipment
  5. System input devices
  6. System output and display devices
  7. Associated ancillary equipment such as microphone stands, etc.
  8. System programming, testing, tuning and commissioning
  9. Training, Identification and Administration
  10. Demolition and removal of all unused existing equipment and wiring
  11. Cut-over and training
  12. Cleanup and restoration of facility including ceilings/ceiling tiles
  13. Support and Warranty

### PART 3 SUBMITTALS

- A. Prior to installation, the following will be submitted to the Owner for approval. No installation shall occur without this prior approval.
1. Product Data: For each type of product indicated, showing all performance data, heights, weight, power loads, heat loads, input and output quantity and type, etc.
  2. For substitutions of basis of design equipment, include a comparison matrix for each substituted equipment showing the similarities and differences between equipment specified herein and proposed equipment.
  3. Shop Drawings: For supports and seismic restraints for control consoles, equipment cabinets and racks, and components. Include plans, elevations, sections, details, and attachments to other work.
    - a. Detail equipment assemblies and indicate dimensions, weights, required clearances, method of field assembly, components, and location and size of each field connection.
    - b. Rack arrangements
    - c. Wiring Diagrams: For power, signal, and control wiring.

- d. Identify terminals to facilitate installation, operation, and maintenance.
  - e. Single-line diagram showing interconnection of components.
  - f. Cabling diagram showing cable routing and location and detail of provided raceway.
- 4. Qualification Data: For qualified designer, project manager and installer
  - 5. Field quality-control reports
  - 6. Operation and Maintenance Data for audio systems

#### PART 4 QUALITY ASSURANCE

- A. All technology work shall be done by the Bidder's staff – no subcontracting is allowed.
- B. Electrical work may be subcontracted to a qualified and licensed Electrical Contractor as needed.
- C. Designer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- D. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- F. Product Certification
  - 1. Components shall be UL or third party certified. Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations, submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Owner. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard. Provide a complete system of telecommunications cabling and pathway components using star topology. Provide support structures and pathways, complete with outlets, cables, connecting hardware and telecommunications cabinets/racks. Cabling and interconnecting hardware and components for telecommunications systems shall be UL listed or third party independent testing laboratory certified, and shall comply with NFPA 70 and conform to the requirements specified herein.

## SECTION 17710 MATERIALS

### PART 1 GENERAL EQUIPMENT AND MATERIAL REQUIREMENTS

- A. Compatibility of Components: Coordinate component features to form an integrated system. Match components and interconnections for optimum performance of specified functions.
- B. Equipment: Select equipment for normal operation on input power usually supplied at 110 to 130 V, 60 Hz.
- C. Equipment Mounting: Where rack or cabinet mounting is indicated, equipment shall be designed to mount in a 19-inch housing complying with TIA/EIA-310-D.
- D. All electronic equipment shall be of the latest "build" at the time of award, for hardware, firmware and software.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- F. Regulatory Requirements - In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should" wherever it appears. Equipment, materials, installation, and workmanship shall be in accordance with the mandatory and advisory provisions of NFPA 70 unless more stringent requirements are specified or indicated.
- G. Standard Products - Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship unless specific manufacturer and/or part numbers is included herein.
- H. Material and Equipment Manufacturing Date - Products manufactured more than 1 year prior to date of delivery to site shall not be used, unless specified otherwise.
- I. All cabling in plenum rated spaces shall be plenum rated per NFPA 70 (currently adopted edition by AHJ)

### PART 2 BASIS OF DESIGN MATERIALS

- A. The following list is not all-inclusive. Refer also to requirements herein and project drawings.
  - 1. Equipment Cabinets
    - a. House amplifiers and auxiliary equipment at indicated locations, sized for all equipment indicated, plus minimally 20% spare capacity. Provide shelves for all non-mounted equipment and an additional shelf for Owner provided auxiliary equipment.

- b. Steel construction with a baked-polyester powder coat finish, front- and rear-locking sections/doors and standard TIA/EIA-310-D-compliant, 19-inch (483-mm) racks.
  - c. Front door shall be solid
  - d. Front door and rear section shall be keyed differently.
  - e. Cable access provisions in the roof and base
  - f. Grounding bus bar.
  - g. Louvered side panels.
  - h. Horizontal or vertical power strip 20A, with sufficient quantity of outlets for all equipment, surge protected
    - 1) Comply with UL 1363.
    - 2) LED indicator lights for power and protection status, reverse polarity and open outlet ground
    - 3) Rocker-type on-off switch illuminated when in on position
    - 4) Protection modes shall be line to neutral, line to ground, and neutral to ground. UL 1449 clamping voltage for all 3 modes shall be not more than 330 V
  - i. Ventilation: Low-noise fan for forced-air cabinet ventilation as required for proper cooling of all equipment. Consider equipment to always be powered on for this requirement. Fan shall be equipped with a filtered input vent and shall be connected to operate from 105- to 130-V ac, 60 Hz; separately fused and switched; arranged to be powered when main cabinet power switch is on.
2. Speakers – 6" 70V ceiling Speaker (White)
- a. Crestron SAROS ICI6T-W-T or approved equivalent
  - b. Speaker wiring to be reused unless proposed to replace – any extension of speaker wire to new rack location in AV room is the responsibility of the contractor.
3. Amplifiers
- a. Crestron AMP-2210-T or approved equivalent
4. Wireless microphone system
- a. Shure Microflex or approved equivalent
5. Wireless gooseneck microphone

- a. Shure 15" MXW8 or approved equivalent
- 6. Wireless hand-held microphone
  - a. Shure MXW2/SM or approved equivalent
- 7. Audio Network Recorder
  - a. Denon DN-700R or approved equivalent
- 8. Blue Tooth Receiver
  - a. Denon DN-300BR or approved equivalent
- 9. Feedback Eliminator
  - a. Behringer Ultracurve, dbx AFS2 or approved equivalent
- 10. Interactive Flat Panel Display
  - a. Smart SPNL-6375P-PENT or approved equivalent
- 11. 75" Flat Panel Display with 4K upscaler
  - a. LG or approved equivalent
- 12. Flat panel Cart
  - a. Peerless SR598 or approved equivalent
- 13. 55" Flat Panel Display
  - a. LG 55LV340C or approved equivalent
- 14. Confidence Monitor Cart
  - a. Chief MFQUB or approved equivalent
- 15. Assisted Listening System
  - a. Listen Technologies RF72 or approved equivalent
- 16. Control and Distribution System – Crestron (or approved equivalent)
  - a. Digital Media Switcher and Processor - DMPS3-4K-350-C-AIRMEDIA
  - b. Touch panel - TSW-760-B-S
- 17. 12 port POE switch (HP or approved equivalent)
- 18. Digital Signal Processor
  - a. Crestron DSP-1283 or approved equivalent



19. Plenum rated cables and connectivity – length and pin-out as required.

a. HDMI

b. Other connectivity, adapter or conversion cable as required

B. Other as required

### PART 3 EXECUTION

A. Install per manufacturer's recommendations, approved final design and industry best practices.

## SECTION 17720 INSTALLATION

### PART 1 GENERAL

A. This work shall be performed in accordance with acknowledged industry standards and professional best practices.

B. Provide all equipment, material, labor and services, including those not specifically mentioned, shown or otherwise indicated, which may be necessary to complete or perfect all parts of the installation for its intended operation. Ensure that all are in compliance with requirements stated or reasonably inferred by contract documents.

C. Provide all necessary interconnecting and equipment cords for all equipment and microphones for full functionality to meet the intent of these specifications as indicated herein.

1. Cords shall be of appropriate length for the intended application

2. Provide power strips as needed at end devices

D. Provide as part of the close-out documentation, a spreadsheet showing the list of serial numbers of the devices and the specific location where it was placed into service.

E. Prior to start of installation, the Contractor shall review associated project drawings and the site (at the appropriate time in construction) to field verify placement of speakers, cabinets, etc. for optimal performance and coordination with other trades in ceiling spaces. All revisions or modifications required shall be conveyed to the Owner for approval. Any additional work shall be at no cost to the owner.

F. Delivery, Storage, And Handling

1. Contractor shall provide off-site storage – the Owner will not accept deliveries or provide storage. The Contractor shall deliver to sites as equipment is needed for the installation.

2. Delivery of equipment shall be direct to the building. Delivery shall not be prior to the start of installation. The Contractor must be on-site for any deliveries to each building.

3. Delivery trucks shall be equipped with an appropriate lift gate, as no buildings have delivery wells or lifts to move materials.
4. Secure storage of materials is the responsibility of the contractor.

G. Coordination

1. Coordinate delivery and setup/installation of equipment at each location with Owner.
2. Coordinate cable routes and all other pertinent work with Owner and other contractors as required.

H. Coordinate layout and installation of system components and suspension systems with other construction that penetrates ceilings or is supported by them, including but not limited to light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

## PART 2 CABLE INSTALLATION

- A. Comply with NECA 1, EIA/TIA and other industry associated standards.
- B. Terminate conductors; no cable shall contain un-terminated elements. Make terminations only at outlets and terminals.
- C. Splices, Taps, and Terminations: Arrange on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures. Cables may not be spliced with the exception of any existing speaker cable that requires extension.
- D. Secure and support cables at intervals not exceeding 30 inches (760 mm) and not more than 6 inches (150 mm) from cabinets, boxes, fittings, outlets, racks, frames, and terminals. User only existing low voltage pathway or establish new pathway. Do not secure or attach to, lay on or support by other systems, hangers or equipment.
- E. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.
- F. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points UNO. Remove and discard cable if damaged during installation and replace it with new cable.
- G. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used.
- H. Open-Cable Installation:
  1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
  2. Suspend speaker cable not in a wire way or pathway a minimum of 8 inches above ceiling by cable supports not more than 60 inches apart.

3. Cable shall not be run through structural members or be in contact with pipes, ducts, or other potentially damaging items.
- I. Separation of Wires: Separate speaker-microphone, line-level, speaker-level, and power wiring runs. Install in separate raceways or, where exposed or in same enclosure, separate conductors at least 12 inches apart for speaker microphones and adjacent parallel power and telephone wiring. Separate other intercommunication equipment conductors as recommended by equipment manufacturer.
- J. All cable shall be neatly bundled and tied throughout the route.
- K. All cable not in sleeves, slots or conduit shall be self-supported using industry standard support devices.
- L. Supports shall be from structural members only. No supports may be attached too, shared or otherwise connected with other system supports such as ceiling wires, pipe and conduit support mechanisms, etc.
- M. Cable shall be supported no greater than 5' apart, with no greater sag than 12" between supports.
- N. All cable and other devices shall be rated for the space into which it is to be installed. New cable shall have a 5' service loop at the cabinet location.
- O. Neatly bundle, tie up or otherwise secure all patch cables, power cables and slack cable.
- P. Hook and loop fasteners (i.e. Velcro™) shall be used throughout the installation. Zip ties are not acceptable.
- Q. A common ground shall be used between all components; this ground bus shall be the responsibility of this Vendor.
- R. This Vendor shall include the bonding and grounding of the AV cabinet and equipment.

### PART 3 EQUIPMENT INSTALLATION

- A. Match input and output impedances and signal levels at signal interfaces. Provide matching networks where required.
- B. Identification of Conductors and Cables: Color-code conductors and apply wire and cable marking tape to designate wires and cables so they identify media in coordination with system wiring diagrams.
- C. Equipment Cabinets and Racks:
  1. Wall cabinets - Use mounting methods that provide mounting strength of 150% of the mounted, full loaded equipment (i.e. – wall mounted cabinets).
  2. Freestanding cabinets – provide with casters.

3. If it is determined that a structure is insufficient to handle the weight of the cabinet and associated equipment, then this must be brought to the attention of the Owner for resolution and relocation.
  4. Group items of same function together, either vertically or side by side, and arrange controls symmetrically.
  5. Arrange all inputs, outputs, interconnections, and test points so they are accessible at rear of rack for maintenance and testing, with each item removable from rack without disturbing other items or connections.
  6. Provide space between amplifiers and other high power consumption equipment for heat dissipation
  7. Blank Panels: Cover empty space in equipment racks so entire front of rack is occupied by panels.
- D. Grounding/Bonding
1. Ground cable shields and equipment to eliminate shock hazard and to minimize ground loops, common-mode returns, noise pickup, cross talk, and other impairments.
  2. Signal Ground Terminal: Locate at main equipment cabinet. Isolate from power system and equipment grounding.

## **SECTION 17730 PROGRAMMING**

### **PART 1 GENERAL**

- A. All programming required on all system, control, input and output equipment to make the Multimedia System fully operational and functional per system requirements and parameters indicated herein.

### **PART 2 PREPARATON**

- A. Conduct pre-programming meetings with Owner to verify the exact operation of the features and functionality of all equipment indicated herein.
- B. Submit proposed touch panel layout and screen design to Owner for approval prior to implementation.
- C. Submit operation processes in flowchart format to Owner for approval prior to implementation.

### **PART 3 EXECUTION**

- A. Touch Panel
  1. The touch screen shall be programmed with the following specifics:

- a. All programmed “soft keys” or “buttons” or other icons shall be easy to use, see and understand, with the overall layout, color and visual effects aesthetically pleasing as agreed to with Owner. The keys shall be lit or backlit for use when the lights are dimmed
  - b. The use of multiple levels of programmed buttons is allowable if ease of use of the system is maintained.
2. The panel shall be able to directly control all features of all input and output devices. Such examples would be:
- a. Interactive display and on-board PC basic functions
  - b. Display power, input and volume
  - c. Microphone input (either board member microphone group or hand-held microphone (I.e. “public”) and speaker (by zone) output mute
  - d. System operations such as selection of input and output signals to output devices
- B. System programming
- 1. Program Main Control System to properly interface with touch panel and all other system devices. Automate as many functions as possible to provide “One touch” operation to perform several related tasks at once.
  - 2. Program all audio processing and amplification equipment for proper operation, volume, gain, feed-back elimination, cross-over and limiters (if required)

## **SECTION 17740 CLEANUP, DEMOLITION AND RESTORATION**

### **PART 1 GENERAL**

- A. All spaces associated with this work shall be left clean at the end of each day’s work, and at the end of the project. Trash, boxes, packing material, debris and litter shall be removed daily and disposed of
- B. Large quantities (I.e.- equipment boxes and packing material) shall be disposed of off-site
- C. All existing Audio equipment and associated material is to be decommissioned, uninstalled and removed from project site except as noted herein.
  - 1. Coordinate with Owner prior to removing from site any material or equipment they may choose to keep.

### **PART 2 WORK INCLUDED**

- A. Completely remove all unused technology and associated electrical cabling and wire from all spaces per NFPA 70.

B. Electrical Demolition

1. Existing wall switch, wiring and electrical components of the powered projection screen, projector and projector lift.
2. Other electrical demolition as required to remove existing technology equipment including docking station for existing wireless touch panel

C. Technology Demolition

1. All unused audio cable and connectivity from all floor boxes
2. Replaced ceiling speakers
3. AV cabinet in AV Room 210
4. All other AV equipment and associated hardware and material in AV Room 210 and Conference Center room A213

PART 3 RESTORATION

- A. Restore ceilings where material has been removed and not replaced (I.e. – antennas, speakers, etc.)
- B. Restore any damage caused by or during the implementation of the project to walls, ceilings, floors, doors, window coverings, finishes, etc.

**SECTION 17750 COMMISSIONING AND TRAINING**

PART 1 GENERAL

1. Coordinate all cut over activities to include scheduling, coordination with the Owner's operations and other contractors (if any), and final implementation with the Owner.
2. System shall be properly tuned prior to the completion of the cutover period.
  - a. Elimination of audio feedback in normal operating conditions
  - b. Gain, volume etc. of microphones
  - c. Display height adjustment
3. All wireless devices (Microphones, assistive listening and Blue Tooth) shall have complete coverage and connectivity within the space. Extend antennas as necessary to ensure there are no dead spot in coverage.
4. All RF wireless devices shall have proper channel separation between devices to ensure no interference. Channels shall be selected to ensure that there is no external interference as well.

PART 2 TRAINING

- A. Upon completion of the installation and operational testing, the Vendor shall provide training as specified below.
- B. Submit proposed training syllabus to Owner two (2) weeks prior to training for approval. Provide no training until this approval has been given.
- C. Provide equipment familiarization, operational and basic maintenance training to recording secretary and Owner technology staff to their satisfaction. All training will be conducted on a live and completely operational system with the room furniture and equipment set up in a board meeting configuration.
  - 1. Specify in bid response actual amount of training time included.

## **SECTION 17760 SYSTEM TESTING**

### **PART 1 GENERAL**

- A. The Multimedia System shall be fully tested for proper functionality and operation of all equipment and programming, to ensure the system meets or exceeds all specified parameters.
- B. Testing and Field Quality Control
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
  - 2. Tests and Inspections:
    - a. Schedule tests with at least seven days' advance notice of test performance.
    - b. Operational Test: Perform tests that include originating program and page messages at microphone outlets, preamplifier program inputs, and other inputs. Verify proper routing and volume levels and that system is free of noise and distortion.
    - c. Signal-to-Noise Ratio Test: Measure signal-to-noise ratio of complete system at normal gain settings as follows:
      - 1) Disconnect microphone at connector or jack closest to it and replace it in the circuit with a signal generator using a 1000-Hz signal. Replace all other microphones at corresponding connectors with dummy loads, each equal in impedance to microphone it replaces. Measure signal-to-noise ratio.
      - 2) Repeat test for each separately controlled zone of loudspeakers
    - d. Minimum acceptance ratio is 50 dB
  - 3. Acoustic Coverage Test: Feed pink noise into system using octaves centered at 500 and 4000 Hz. Use sound-level meter with octave-band filters to measure level at five locations in each zone. For spaces with seated audiences, maximum

permissible variation in level is plus or minus 2 dB. In addition, the levels between locations in same zone and between locations in adjacent zones must not vary more than plus or minus 3 dB.

4. Power Output Test: Measure electrical power output of each power amplifier at normal gain settings of 50, 1000, and 12,000 Hz. Maximum variation in power output at these frequencies must not exceed plus or minus 1 dB.
5. Inspection: Verify that units and controls are properly labeled and interconnecting wires and terminals are identified.
6. Prepare test and inspection reports.

## PART 2 DEMONSTRATION AND POST INSTALL ADJUSTMENTS

- A. Demonstrate to the Owner's/PSC's satisfaction all equipment, components, features, functionality and operation, of each installed system.
- B. Correct all deficiencies and re-demonstrate for acceptance at no additional cost to the Owner.
- C. On-Site Assistance: Engage a factory-authorized service representative to provide on-site assistance in adjusting sound levels, resetting transformer taps, and adjusting controls to meet occupancy conditions.
- D. Occupancy Adjustments: When requested within six months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions.

## SECTION 17770 IDENTIFICATION AND ADMINISTRATION

### PART 1 GENERAL

- A. The system, cables and all equipment shall be fully labeled, marked and documented to provide easy identification of devices during troubleshooting, maintenance and other operations.

### PART 2 IDENTIFICATION

- A. Securely affix a mechanically imprinted label on each cable at each end identifying type, usage and device it connects.
- B. Securely affix a mechanically imprinted label on each piece of equipment with device type and any other pertinent information that would be useful in troubleshooting and maintenance.
- C. Securely affix a mechanically imprinted label at connections on each piece of equipment that match labels on the connecting cables.
  1. All labels shall be aesthetically pleasing, straight with squared corners, visible and readable at a distance of 3'.



### PART 3 ADMINISTRATION

- A. Upon completion of the project, document all equipment in an excel spreadsheet showing equipment type, quantity, part numbers, location, function and connectivity.
  - 1. Include an as-built one-line diagram in either AutoCAD or Visio format showing all devices, connectivity, function, etc.
- B. Provide at the end of the project two copies of the following documents in three ring binders and in software format that is acceptable to the Owner on mutually acceptable electronic media (I.e. – USB, CD, etc.):
  - 1. Equipment documentation (see above)
  - 2. One-line diagram (see above)
  - 3. All technical manuals and other documents provided with each piece of equipment. (Only one of the two binders will require these as not all equipment will have the required copies to place in both binders, note on cover “Original Manuals Enclosed”)
  - 4. Owner acceptable electronic media containing PDF copies of equipment manuals, user manuals, and a back up of equipment programming to be used in the event of catastrophic failure in which the entire system needs to have original programming restored.
  - 5. Hard and soft copies of all system programming and other pertinent setup or tuning information.
  - 6. Copies of all training material and approved syllabus.
  - 7. Flow-charted operations of the system as indicated herein.
  - 8. Suggested maintenance schedules or other maintenance information
  - 9. Maintenance or Emergency service contact information including names, titles and contact numbers (Escalation list)
  - 10. Manufacturer and Vendor warranties

### **SECTION 17780 SYSTEM SUPPORT, WARRANTY AND FINAL ACCEPTANCE**

#### PART 1 GENERAL

- A. This section describes the expectations for support services and warranty as specified herein.
- B. Support will start after the final acceptance of the project AND the Owner has “beneficial use” of the system.

#### PART 2 SUPPORT

- A. Provide rates for support and any support contract information

1. Include all costs such as trip charges, mileage, etc.
- B. Provide escalation list for support or service issues
- C. Provide copy of any available support agreements with cost for Owner consideration

### PART 3 WARRANTY

- A. Provide all manufacturer warranty information
- B. Provide a minimum 2-year manufacturer warranty on all electronic or electrical equipment. The warranty shall commence upon final acceptance by the Owner. The warranty shall include labor and material to replace all components that fails or do not comply with the performance specifications.
- C. Provide a minimum 1-year manufacturer warranty on all other material. The warranty shall commence upon final acceptance by the Owner. The warranty shall include labor and material to replace all components that fails or do not comply with the performance specifications.
- D. Include in closeout package all warranty service procedures and contacts.

### PART 4 CLOSEOUT DOCUMENTATION

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings are shown and coordinated with each other, using input from installers of the items involved.
- B. Final "As-built" Shop Drawings: For supports, equipment cabinets and racks, and components. Include plans, elevations, sections, details, and attachments to other work.
- C. Detail equipment assemblies and indicate dimensions, weights, required clearances, method of field assembly, components, and location and size of each field connection.
- D. Rack arrangements
- E. Wiring Diagrams: For power, signal, and control wiring
- F. Identify terminals to facilitate installation, operation, and maintenance
- G. Single-line diagram showing interconnection of components
- H. Cabling diagram showing cable routing
- I. Field quality-control reports
- J. Operation and Maintenance Data: For all systems to include in emergency, operation, and maintenance manuals
- K. Warranty: Submit warranty documents specified

## PART 5 FINAL ACCEPTANCE

- A. Final acceptance and closeout of the contract will be given only after all of the following have occurred:
1. All closeout and administration documentation have been received, reviewed and approved by Owner's design professional.
  2. All tests have been conducted, system demonstrated with and accepted by the Owner and review and approval of all test documents by Owner.
  3. A physical "punch" inspection has been made by for quality of workmanship, operation, and identification by the Owner.
    - a. Acceptance shall not be given until all "punch list" items have been rectified to Owner satisfaction.
  4. Owner has beneficial use of the system
  5. All training has been conducted to the Owner's satisfaction.
  6. Owner has accepted the system by signature and taken full ownership.



### SECTION 3: PROPOSAL FORMAT

The request for proposal (RFP) response shall include the following sections:

#### 3.1 COVER LETTER

The proposal must include a cover letter that identifies the proposing firm/organization, mailing address, contact person, and telephone number. The cover letter must acknowledge the receipt of all addenda issued to the Request For Proposal (RFP), and be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm/organization.

#### 3.2 FIRM AND STAFF QUALIFICATIONS

Please prepare a statement of qualifications for this project, which addresses the following: The proposal shall include a general description of the firm and its background as it relates to this project.

- a) Your knowledge and understanding of the project.
- b) Qualifications of proposed project staff relative to job criteria in Section 2.
- c) Representative projects demonstrating experience with similar projects in the area.
- d) References (**at least three**) including client name, address, contact person, and telephone number. References should be for similar or related projects on which key staff that are proposed for this project have worked.
- e) Participation in professional societies

#### 3.3 VENDOR QUESTIONNAIRE

This section shall include general background information on the hardware vendor and each VAR (if applicable) who will be providing products and services as part of the proposed project. Please complete the following table.

QUESTION	RESPONSE/COMMENTS (attach additional information as required)
<b>Company Data</b>	
Vendor Company Name	
Contact Person for this Process	
Phone/fax/email	
Address	
Company location: Corporate office: Local offices (US) Other office(s)	

QUESTION	RESPONSE/COMMENTS (attach additional information as required)
Year Established	
# Years offering A-V equipment.	
Please provide a brief company history covering all significant events	
What is proposers experience with A-V equipment .	
<b>Financial Data</b>	
Ownership (public/private)	
If the company is private, are there plans to take it public in the next 5 years?	
If the company is public, on what exchange is it traded?	
What is your fiscal year-end?	
Annual Revenues last fiscal year?	
<b>Staff Data</b>	
Total Number of employees: # in Development # in Implementation # in Sales # in Support	
Average length of service	
<b>Customer Feedback</b>	
How do you gather and use customer feedback?	
<b>Customer Support</b>	
What levels of support are available, what is the definition of each level and what are the hours of operation and minimum response times?	
Where is the support services department located?	
Does support include product updates, as well as bug fixes at no extra charge? How often are upgrades issued?	
What is the content and target date for your next planned upgrade to the software being proposed?	
What is the helpdesk escalation procedure and timeframe?	
<b>Training</b>	
Please provide some information regarding	

QUESTION	RESPONSE/COMMENTS (attach additional information as required)
the training available from your organization:	
A) Content Offerings	
B) Methodology/approach	
C) Delivery options (e.g., face-to-face, web, CD, on-site or your location)	
D) Duration	
E) Pricing	

### 3.4 COST PROPOSAL

**The cost proposal must be submitted in a single, separate sealed envelope. Cost proposal must be submitted on the price proposal form below and contain the information listed below.** The budget should be broken down into the following applicable categories:

Required data for the price proposal should include the following:

- All pricing should fully loaded pricing (no separate OH or profit numbers),
- Anticipated number of video screens, microphones and carts that will be needed and the cost to install them including tying in to electrical and data lines.
- Cost for hardware manufacture,
- Travel costs, if any, as well as any hardware (including servers) and software costs required to implement this project.,
- Rental of equipment.

In addition, please provide a schedule which provides the fully loaded hourly rates for the various employee classifications that will be working on the job.

Budgets should otherwise conform to the requirements of the FTA for third-party contracts.





## PROPOSAL FORM

**INTERURBAN  
TRANSIT  
PARTNERSHIP**  
PURCHASING DEPARTMENT

**Date of Bid Opening:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**For Furnishing:** \_\_\_\_\_

**Bid Security required in the amount of \_\_\_\_\_ percent. (required only if checked)**

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	PRICE EXTENSION
1				
2				
3				
4				
5				
6				
7				

DELIVERY \_\_\_\_\_ F.O.B. ITP Grand Rapids, Michigan  
(calendar days)

CASH DISCOUNTS will be allowed for prompt payment as follows: \_\_\_\_\_% cash discount if paid within \_\_\_\_\_ days from delivery and acceptance of goods or completion of service.

\_\_\_\_\_  
(Name of Company, Corporation, Etc.) Print or Type BIDDER MUST SIGN HERE

\_\_\_\_\_  
Street Name and Number By \_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
City and State \_\_\_\_\_  
Zip \_\_\_\_\_ Print or Type Name

Date \_\_\_\_\_ Telephone \_\_\_\_\_ Title: \_\_\_\_\_

### 3.7 FIRM CERTIFICATION

The following items shall be completed and submitted as part of the proposal. Compliance with these requirements is mandatory for contract award.

- ATTACHMENT 1 – DBE Participation Form
- ATTACHMENT 2 – Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
- ATTACHMENT 3 Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- ATTACHMENT 5 -- Certification of Restrictions on Lobbying

## SECTION 4: EVALUATION OF PROPOSALS

### SECTION 1 EVALUATION OF PROPOSALS

#### 1.1 BACKGROUND

- A. Selection of the successful proposer will be based on information provided in the response to the RFP including subsequent addenda and negotiations (if any). Any exceptions to the proposed contract terms and conditions will bear on the final selection.

#### 1.2 SELECTION CRITERIA AND EVALUATION

- A. The project shall be awarded based on the proposal determined to be the most responsive to the needs of Owner.
- B. An evaluation committee shall determine qualifications, interest and availability by reviewing all written responses that express an interest in performing the services, and when deemed necessary, by conducting formal interview of selected respondents that are determined to be best qualified based on the evaluation of written responses. The determinations shall be based on the proposal content as outlined in the Bid Preparation section of the RFP and the criteria listed below.
- C. The proposal evaluation team will consist of the following ITP employees:
- Executive Administrator
  - Manager of Procurement
  - Marketing and Communications Manager
  - And Technology Consultant, Convergent Technology Partners
- D. The evaluation process will consist of short-listing bidders (1<sup>st</sup> cut), demonstrations & presentations by short-listed bidders, and, if need be, a best and final offer.
- E. Proposals will be evaluated using the following criteria and their relative order of importance.
- Adherence to specification response requirements
  - Adherence to technical requirements
  - Cost
  - References



## SECTION 5:

### FTA REQUIRED CLAUSES

#### PROCUREMENT (GOODS)

"The supplier of goods or services must adhere to the following Federal Transit Administration requirements. The burden is on the supplier to read and understand each requirement based on the information provided. Execution of the contract implies agreement with the attached Federal Clauses and Certifications."

#### 2) **BUY AMERICA REQUIREMENTS**

*49 U.S.C. 5323(j) 49 CFR Part 661*

##### **APPLICABILITY TO CONTRACT**

Applies only to Contracts over \$100,000 in value.

##### **FLOW DOWN**

The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower their contractors and subcontractor, are in compliance.

##### **REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the ITP the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

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#### 5) **CARGO PREFERENCE REQUIREMENTS**

*46U.S.C.1241 46 CFR Part 381*

##### **APPLICABILITY TO CONTRACT**

Applies ONLY to contracts for equipment, vehicles, materials, or commodities which may be transported by ocean vessels.

##### **FLOW DOWN**

The Cargo Preference requirements apply to all contracts subcontracts when the subcontract may be involved with the transport of equipment, materials, or commodities by ocean vessels.

##### **REQUIREMENTS**

The contractor agrees:

To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

B. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the ITP (through the contractor in the case of a subcontractor's bill-of-lading.)

C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

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**7) ENERGY CONSERVATION REQUIREMENTS**  
*42 U.S.C.6321 et seq. 49 CFR Part 18*

**APPLICABILITY TO CONTRACTS**

The Energy Conservation requirements are applicable to all contracts.

**APPLICABILITY TO MICRO-PURCHASES**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

**FLOW DOWN**

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

**REQUIREMENTS**

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

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.

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**8) CLEAN WATER REQUIREMENTS**  
*33 U.S.C 1251*

**APPLICABILITY TO CONTRACT**

Applies only to Contracts over \$100,000 in value.

**FLOW DOWN**

The Clean Water requirements flow down to FTA recipients and sub recipients at every their.

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

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

**13) FEDERAL CHANGES**

*49 CFR Part 18*

**APPLICABILITY TO CONTRACT**

Applies to all contracts.

**FLOW DOWN**

The Federal Changes requirement flows down appropriately to each applicable change requirement.

**REQUIREMENTS**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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**15) CLEAN AIR**  
*42 U.S.C.7401 et seq    40 CFR 15.61    49 CFR Part 18*

**APPLICABILITY TO CONTRACT**

Applies only to Contracts over \$100,000 in value.)

**FLOW DOWN**

The Clean air requirements flow down to all sub contracts which exceed \$100,000.

**REQUIREMENTS**

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

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

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**16) RECYCLED PRODUCTS**  
42 U.S.C. 6962      40 CFR Part 247      Executive Order 12873

**APPLICABILITY TO CONTRACT**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year.

**FLOW DOWN**

These requirements flow down to all contractor or sub contractor tiers.

**REQUIREMENTS**

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.

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**20) NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**APPLICABILITY TO CONTRACT**

To all contracts.

**FLOW DOWN**

Not required by statute or regulation for either primary contractors or sub contractors, this concept should flow down to all levels to clarify to all parties to the contract, that Federal Government does not have contractual liability to third parties, absent specific written consent.

**REQUIREMENTS**

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, 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 Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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**21) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

*31 U.S.C.3801 et seq. 49 CFR Part 31 18 U.S.C.1001 49 U.S.C.5307*

**APPLICABILITY TO CONTRACT**

To all contracts.

**FLOW DOWN**

These requirements flow down to contractors and sub contractors who make, present, or submit covered claims and statements.



## **REQUIREMENTS**

1. 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.
2. 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.
3. 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.

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## **22) TERMINATION** *49 U.S.C. Part 18 FTA Circular 4220.1F*

### **APPLICABILITY TO CONTRACT**

Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000.

### **FLOW DOWN**

Flow down to all contracts in excess of \$10,000, with exception of contracts with nonprofit organizations of higher learning.

### **REQUIREMENTS**

1. Termination for Convenience (General Provision) The ITP may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to ITP to be paid the Contractor. If the Contractor has any property in its possession belonging to the ITP, the Contractor will account for the same, and dispose of it in the manner the ITP directs.
2. Termination for Default [Breach or Cause] (General Provision) 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, the ITP 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.

If it is later determined by the ITP 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, the ITP, 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.

Opportunity to Cure (General Provision) The ITP in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 ITP'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 ITP setting forth the nature of said breach or default, ITP 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 ITP from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

5. Termination for Convenience (Professional or Transit Service Contracts) The ITP, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the ITP shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the ITP may terminate this contract for default. The ITP shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the ITP.

7. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the ITP may terminate this contract for default. The ITP shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of the ITP's goods, the Contractor shall, upon direction of the ITP, protect and preserve the goods until surrendered to the ITP or its agent. The Contractor and ITP shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the ITP.

8. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the ITP may terminate this contract for default. The ITP shall terminate by delivering to the Contractor a Notice of Termination specifying the nature

of the default. In this event, the ITP may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the ITP resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the ITP in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

A. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the ITP, acts of another Contractor in the performance of a contract with the ITP, epidemics, quarantine restrictions, strikes, freight embargoes; and

B. The contractor, within [10] days from the beginning of any delay, notifies the ITP in writing of the causes of delay. If in the judgment of the ITP, the delay is excusable; the time for completing the work shall be extended. The judgment of the ITP shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the ITP.

9. Termination for Convenience or Default (Architect and Engineering). The ITP may terminate this contract in whole or in part, for the ITP's convenience or because of the failure of the Contractor to fulfill the contract obligations. The ITP shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the ITP, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the ITP may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the ITP.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the ITP.

10. Termination for Convenience or Default (Cost-Type Contracts) The ITP may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the ITP or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the ITP, or property supplied to the Contractor by the ITP. If the termination is for default, the ITP may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the ITP and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the ITP, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the ITP determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and

are beyond the control of the contractor, the ITP, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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## **23) GOVERNMENT-WIDE DEBARMENT AND SUSPENSION NON-PROCUREMENT**

### **APPLICABILITY TO CONTRACT**

Certification regarding Debarment, Suspension, and Other Responsibility Matters Lower Tier Covered Transactions Third Party Contracts over \$25, 000.

### **FLOW DOWN**

Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$25, 000. Thus, the terms "lower tier covered transaction" include both contractor and subcontractors and contract and subcontracts over \$25, 000.

### **REQUIREMENTS**

Instructions for Certification

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

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, ITP may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to ITP 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.

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact ITP for assistance in obtaining a copy of those regulations.

4. 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 ITP.

5. 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 and in all solicitations for lower tier covered transactions.

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 Non procurement List issued by U.S. General Service Administration.

6. 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.

7. 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, ITP may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**24) PRIVACY ACT**  
5 U.S.C. 552

**APPLICABILITY TO CONTRACT**

When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier.

**FLOW DOWN**

Flow down to each third party contractor and their contract at every tier.

**REQUIREMENTS**

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.

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**25) CIVIL RIGHTS REQUIREMENTS**

29 U.S.C 632, 42 U.S.C. 2000 42 U.S.C. 6102, 42 U.S.C. 12112  
42 U.S.C. 12132, 49 U.S.C. 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.

**APPLICABILITY TO CONTRACT**

Apply to all contracts.

**FLOW DOWN**

Flow down to all third party contractors and their contracts at every tier.

**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:

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.

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.

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.

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.

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**26) BREACHES AND DISPUTE RESOLUTION**

*49 CFR Part 18 FTA Circular 4220.1F*

**APPLICABILITY TO CONTRACT**

Applies only to Contracts over \$100,000 in value

**FLOW DOWN**

Flow down to all tiers.

## **REQUIREMENTS**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of ITP's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

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

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

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## **27) PATENT AND RIGHTS IN DATA**

*37 CFR Part 401 49 CFR Parts 18 and 19*

### **APPLICABILITY TO CONTRACT**

Applies ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information.

### **FLOW DOWN**

Apply to all contractors and their contract at every tier.

### **REQUIREMENTS**

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.



(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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**29) DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

*49 CFR Part 26*

**REQUIREMENTS**

The Federal Fiscal Year goal has been set by the ITP in an attempt to match projected procurements with available qualified disadvantaged businesses. The ITP's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the ITP as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the ITP may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy - It is the policy of the Department of Transportation and the ITP that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the ITP to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the ITP's procurement activities are encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the ITP may declare the contractor noncompliance and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the ITP's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the ITP and will be submitted to the state upon request.

(e) The ITP will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements
- DBE Program Definitions, as used in the contract:
- Disadvantaged business "means a small business concern":
- Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
- Whose management and daily business operations are controlled by one or more women individuals who own it.

"Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.

“Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

“Black Americans”, which includes persons having origins in any of the Black racial groups of Africa; “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

“Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

“Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

“Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh.

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### **30) STATE AND LOCAL LAW DISCLAIMER**

#### **APPLICABILITY TO CONTRACT**

This disclaimer applies to all contracts.

#### **FLOW DOWN**

The Disclaimer has unlimited flow down.

#### **REQUIREMENTS**

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the ITP's procurement documents, the grantees should consult with their local attorney.

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### **31) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

*FTA Circular 4220.1F*

#### **APPLICABILITY TO CONTRACT**

Applies to all contracts.

#### **FLOW DOWN**

The incorporation of FTA terms has unlimited flow down.

#### **REQUIREMENTS**

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, dated 11/01/2008 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 ITP requests which would cause the ITP to be in violation of the FTA terms and conditions.

**32) FLY AMERICA**  
49 U.S.C. 40118 41 CFR Part 301-10

**APPLICABILITY TO CONTRACT**

Applies ONLY to contracts involving international air transportation of persons or materials.

**FLOW DOWN**

The Fly America requirements flow down from FTA recipients and sub recipients to first tier contractors, who are responsible for ensuring that lower tier contractors are in compliance.

**REQUIREMENTS**

The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag carriers to the extent services by U.S.-flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers." 41 C.F.R. §§ 301.131 through 301.143.

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**34) ENVIRONMENTAL PROTECTION**

**REQUIREMENTS**

The Contractor 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.

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**35) ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)**

**REQUIREMENTS**

The Contractor 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 Contractor 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:

- U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 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;

- 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;
- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- 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;
- 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
- FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- Any implementing requirements FTA may issue.

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### **36) NOTIFICATION OF FEDERAL PARTICIPATION**

#### **APPLICABILITY TO CONTRACT**

Applies ONLY to contracts for goods and services, including construction, valued at over \$500, 00.

#### **REQUIREMENTS**

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

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## **SECTION 6: INSTRUCTIONS TO PROPOSERS**

### *EQUIPMENT & SERVICES - RFP*

#### **6.1 FUNDING**

This Project will be funded with the assistance of capital improvement grants from the Federal Government under the Federal Transit Act and the Michigan Department of Transportation (MDOT). The successful bidder will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States of America and ITP. This grant contract is available for examination by prospective bidders at the ITP offices.

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#### **6.2 PROJECT BUDGET**

The budget for this Project will be funded through financial assistance grants from the Federal Transit Administration (FTA) and Michigan Department of Transportation (MDOT). The total Project budget will be determined by the final negotiated price between ITP and the successful bidder.

#### **6.3 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be held for all interested bidders on Monday, November 5, 2018 at 11:00 am at the Rapid Central Station Conference Room located at 250 Grandville Ave. SW in Grand Rapids. ITP reserves the right to postpone answers to any questions raised at this meeting until a later date. Any oral explanations provided by ITP during this meeting will not be binding upon ITP until they are reduced to a written form by ITP and given to all interested bidders. Bidders seeking a written response by ITP to their questions at the Pre-Proposal Conference are requested to submit their questions in writing to ITP in advance. ITP will make every effort available to respond at the Pre-Proposal Conference. Attendance at the Conference is not mandatory, but is encouraged by ITP.

Questions generated at this meeting will be responded to and disseminated to all firms on the bid list.

#### **6.4 TYPE OF CONTRACT**

The Contract for this Project shall be a firm fixed price type. The consultant will propose an hourly rate that will apply to all work efforts. The consultant, once hired, will submit an invoice for reimbursement.

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## **6.5 PROJECT NUMBER(S)**

All bidders and Contractors will include the FTA Project Number in all correspondence with ITP and with the FTA. The FTA Project Number for this Project is 2019-11.

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## **6.6 USE OF "INTERURBAN TRANSIT PARTNERSHIP" NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS**

ITP reserves the right to review and approve any advertising copy related to this Project in any way prior to publication. The successful bidder will not allow such copy to be published in their advertisements or public relations programs until submitting such copy and receiving prior written approval from ITP. The successful bidder agrees that published information relating to this Project will be factual and in no way imply that ITP endorses the successful bidder's firm, service or product.

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## **6.7 INTENT OF SPECIFICATIONS**

It is the intent of these specifications to provide completed Project of substantial and durable construction in all respects, which will be most suitable and advantageous for ITP. Experimental or unproven equipment, materials or design will not be accepted without prior review and written acceptance by ITP.

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## **6.8 APPROVED EQUALS AND DEVIATIONS**

All Proposals must be in strict compliance with the requirements and provisions of these specifications, including the provisions herein regarding "approvals", "approved equals", and "deviations". Where a feature, component or item is specified by brand name in these specifications, the words "or approved equal" will apply. Where the approval of ITP is specifically required by these specifications in connection with a particular feature, or if the bidder proposes to submit a proposal containing "approved equals" or "deviations" from specific requirements of these specifications, the bidder must obtain such approval, confirmed in writing, prior to the date for the receipt of proposals. With respect to "approved equals" or "deviations", the details of same and the reasons and justifications therefore must be submitted to ITP, including a statement whether the bidder has previously furnished or offered to furnish the item in question, is herein specified. Proposals may be submitted containing such "approvals", "approved equals", or "deviations", as are specifically approved by ITP, confirmed in writing, prior to the date for receipt of proposals. Each proposal must be accompanied by documentation regarding any such approvals granted by ITP for the proposal. Notice of any such approvals required by and/or granted to a bidder shall be furnished by ITP to other prospective bidders prior to the date for receipt of proposals. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a proposal may be cause for its rejection. The decision of ITP, as represented by the Executive Director, shall be final with respect to whether any proposed deviations from the specifications are acceptable. It should be understood that specifying a brand name, components, and/or equipment in this specification shall not relieve the supplier from his responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is



responsible for notifying ITP of any inappropriate brand name, component, and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration.

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## **6.9 PROTEST PROCEDURES**

The following terms, conditions and appeal procedures will apply:

- (a) ITP reserves the right to postpone the bid opening or receipt of proposals for its own convenience.
- (b) Changes to the specifications will be made by addendum only.
- (c) Prime Contractors and subcontractors may make appointments to discuss the Project specifications. This, however, does not relieve them from the written documented requests required by paragraphs (d) and (f), following. In any event, all questions and answers that arise from discussions should be disseminated to all proposers.
- (d) Requests for approved equals, clarification of specifications, and protest of specifications must be received by ITP in writing not less than nine (9) working days before the date of the scheduled bid opening or closing date for receipt of proposals. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.
- (e) ITP's replies to requests under paragraph (d) above will be postmarked at least four (4) working days before the date scheduled for the bid opening or receipt of proposal.
- (f) A protest by any adversely affected person regarding restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the ITP Purchasing Manager two (2) working days before the date scheduled for bid opening or receipt of proposal. The formal written protest shall state the name of the protester, a description of the Project, and the facts and law upon which the protest is based, and a statement as to what relief is requested.
- (g) Upon receipt of a protest, ITP shall immediately determine if the date for the bid opening or closing date for receipt of proposals should be postponed. If the bid opening or closing date is postponed, ITP will contact all Contractors and subcontractors who were furnished a copy of the specifications by ITP that an appeal has been filed and that the bid opening or receipt of proposals is postponed until a decision has been issued. Notice of the postponement will be made in writing by addendum.
- (h) Representatives of ITP and the protester shall meet within twenty-four (24) hours after receipt of the protest or at such a time as mutually agreed, to discuss all substantive issues raised in the protest. Upon completion of discussion between ITP and the protester, the ITP Executive Director will transmit a final decision in writing to the protester within five (5) working days. The final decision will respond to each substantive issue raised in the protest. If the written decision cannot be issued within this time period, the protester will be notified in writing of the time extension. Upon issuance of the written decision, ITP will then issue appropriate addendum to reschedule the date for the bid opening or closing date for the receipt of proposal.

(i) Protests by any adversely affected person for reasons other than for restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the ITP Purchasing Manager not more than three (3) working days after the posting of the Notice of Award is made to the participating bidders. Upon receipt of a protest after Contract award, ITP shall immediately determine if work on the protested Project should be suspended until such time as the protest is resolved.

(j) Representatives of ITP and the protester shall meet within twenty-four (24) hours after receipt of the protest or at such time as mutually agreed to by both parties to discuss the protest. Upon completion of discussions between ITP representatives and the protester, ITP will issue a written decision to the protester within five (5) working days. If the written decision cannot be issued within this time period, the protester will be notified in writing of the time extension.

(k) Except as noted in paragraph (l), ITP will not open bids, receive proposals or award a contract if a formal written protest has been received and no final decision has been issued by the ITP Executive Director. After the issuance of a final decision, ITP will wait a minimum of five (5) working days before opening bids or proposals or before awarding a Contract for a Project.

(l) ITP may open bids, receive proposals and award a Contract for a Project while a protest is pending final disposition when the ITP Executive Director determines that:

The items to be procured are urgently required;  
Delivery or performance will be unduly delayed by failure to make an award promptly; or,  
Failure to make prompt award will otherwise cause undue harm to ITP or the Federal Government.

(m) Protester may request a reconsideration after a final decision has been issued by the ITP Executive Director within five (5) working days after the issuance of a final decision if new data or information becomes available that was not previously known, or there has been an error of law or regulation.

(n) The provisions of Chapter V of FTA Circular 4220.1B (5/5/88), are hereby incorporated and made part of the rules of ITP. Protests to the FTA by a protester must be made in accordance with FTA Circular 4220.1B. FTA will only consider a protest that alleges failure of ITP to have a written protest procedure or failure to follow such procedure. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation.

Any appeal or protest may be withdrawn at any time

## 6.10 SUBMISSION OF PROPOSALS

Sealed proposals will be accepted until Thursday November 21, 2018, at 2:00 pm, local time. They shall be submitted to:

Mark R. Fedorowicz  
Purchasing Manager  
ITP - The Rapid

300 Ellsworth Ave. SW  
Grand Rapids, MI 49503

Proposals submitted to ITP shall include one (1) original and plus three (3) electronic (CD, thumb drive) copies.

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#### **6.11 SEALED PROPOSAL LABEL**

The bidder should complete the enclosed "Sealed Proposal" label and attach it to the envelope containing the bid or proposal. ITP assumes no responsibility for the premature opening of sealed bids or proposals which do not have this label attached to the outside of the envelope. ***As an alternative, clearly state on the outside of your envelope what project this is for.***

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#### **6.12 MAILING BIDS/PROPOSALS**

Bids or proposals submitted by mail shall be mailed a minimum of three (3) days prior to the bid opening date or date scheduled for receipt of proposals. Postmarks by the U.S. Postal Service or other mail delivery service is required. Postage meter dates are not acceptable. Bids or proposals which are not mailed in a timely manner and received after the scheduled bid opening or proposal submittal date will not be accepted.

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#### **6.13 DURATION OF OFFER**

All bids or proposals shall remain in effect for a minimum of 90 days from the bid opening date or scheduled date for receipt of proposals. Offers that allow less than 90 days for acceptance by ITP will be considered non-responsive and will be rejected.

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#### **6.14 PROPOSAL PRICE**

(a) Proposal prices shall be submitted in the prescribed form in a separate, sealed envelope. Prices submitted in any other form may be considered non-responsive and may be rejected.

(b) Proposal prices shall be based on F.O.B. ITP, Grand Rapids, Michigan.

The price stated in any proposal submitted shall include all items of labor, materials, equipment, tools and other costs necessary to fully complete and deliver this Project pursuant to the specifications. It is the intention of these specifications to provide and require a complete Project of the type prescribed. Any item or items omitted from such specifications which are clearly necessary for the completion of such Project and its appurtenances shall be considered a portion of such Project although not directly specified or called for in these specifications.

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#### **6.15 TAX EXEMPTION**

The ITP is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the bid or proposal prices. The ITP will provide necessary tax exemption certificates. This provision does not relieve the Contractor from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

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#### **6.16 DISCOUNTS**

Prompt payment discounts will not be considered in the evaluation of proposals or bids. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the bidder. As an alternative to offering a prompt payment discount in conjunction with the offer, bidders awarded Contracts may include prompt payment discounts on individual invoices.

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#### **6.17 PAYMENT TERMS**

ITP will make payment within thirty (30) days after delivery and final acceptance of the project. The Contractor may submit invoices to ITP prior to or upon delivery. Payment will not be made without an invoice.

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#### **6.18 PROJECT COMPLETION DATE**

Bidders shall state in the bid or proposal the earliest possible date offered for completion of the Project. The date cannot exceed \_ 90.\_ calendar days from the date of the Notice to Proceed with the Project.

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#### **6.19 LATE PROPOSALS OR WITHDRAWAL OF PROPOSALS**

a) Any proposal received at the ITP offices designated in the solicitation after the time specified for receipt of proposals will not be considered and will be returned to the bidder unopened.

A proposal may be withdrawn in person by the bidder or their authorized representative, provided their identity is made known and a receipt is signed for the proposal, and only if the withdrawal is made prior to the time specified for receipt of proposals.

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#### **6.20 DETERMINATION OF SUCCESSFUL PROPOSER**

In determining the successful proposer, consideration is given to the proposer's qualification, content of proposal, and financial proposal as described in the evaluation criteria. The Contract award for this Project will be made to the proposer making the best and most advantageous offer to ITP, price considered.

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## **6.21 BIDDER QUALIFICATIONS**

In order to be eligible for award, bidders must be responsive and responsible.

(a) Responsive offers are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Bids or proposals which do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

(b) Responsible bidders are those prospective Contractors who, at a minimum, must:

- 1) Have adequate financial resources, as required during performance of the Contract.
- 2) Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
- 3) Have a satisfactory record of past performance.
- 4) Have necessary technical capability to perform.
- 5) Provide evidence satisfactory to ITP that the bidder will comply with the DBE requirements.
- 6) Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
- 7) Are qualified as a manufacturer or regular dealer of the items being offered.
- 8) Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

All prospective bidders may be requested to submit written evidence verifying that they meet the minimum criteria necessary to be determined a responsible Contractor. Refusal to provide requested information may cause rejection of the bid or proposal.

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## **6.22 ACCEPTANCE OF PROPOSAL**

Each proposal shall be submitted with the understanding that the acceptance in writing by ITP of the offer to furnish any or all goods or services described therein shall bind the bidder on his part to furnish and deliver at the proposal price, in accordance with the conditions of said accepted proposal and specifications

### **6.23 WITHHOLDING AWARD**

This solicitation for bids or proposals does not commit ITP to award a contract, pay any costs incurred in preparation of bid or proposals in response to this solicitation, or to procure or contract for good or services. Bidder shall be responsible for all costs incurred as part of their participation in the pre-award process.

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### **6.24 PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT**

ITP reserves the right to postpone, accept, or reject any and all proposals in whole or in part, on such basis as the ITP Board deems to be in its best interest to do so, subject to the rules and regulations set forth by the U.S. Department of Transportation. Also, ITP reserves the right to accept an original offer or proposal without negotiation or without calling for a "best and final" offer.

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### **6.25 US DOT/FTA CONCURRENCE FOR CONTRACT AWARD**

The award of a Contract for this Project may be subject to review and concurrence by the U.S. Department of Transportation, Federal Transit Administration

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### **6.26 SINGLE BID RESPONSE**

If only one (1) bid is received in response to the Invitation For Bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

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### **6.27 DBE PARTICIPATION**

In connection with the performance of this Contract, the successful bidder agrees to cooperate with ITP in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises (DBE). The policy and obligations for maximum utilization of DBE's are herein set forth:

(a) Policy - It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or apart with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR, Part 26 apply to this Agreement.

(b) DBE Obligation - ITP or its Contractor agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, ITP or its Contractors shall take all necessary and reasonable steps in accordance with 49 CF, Part 26, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and to perform contracts. ITP and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Requirements and goals for Disadvantaged Business Enterprise participation in this Project are as follows:

The Rapid does not have a DBE goal specific to this project. Rather, the ITP's corporate goal for this year is .84% of which any DBE participation from this project will be counted towards the Rapid DBE corporate goal. The ITP strongly encourages DBE participation as a sub-contractor or a prime, however DBE participation will not be the sole consideration of contractor selection. DBE's must meet qualification, schedule and price considerations as well. Compliance with the percentage goal may be fulfilled by DBE's performing as either:

- 1) A member of a joint venture as a prime contractor;
- 2) An approved subcontractor;
- 3) An owner-operator of equipment;
- 4) A renter of equipment to a prime contractor;
- 5) A firm manufacturing and supplying goods used in the project;
- 6) A firm supplying goods used in the project (when supplying goods, only 60 percent (60%) will be counted).

Prior to Contract award, the apparent successful bidder shall submit a written assurance of meeting the above goals and shall include names of DBE subcontractors, addresses of contact persons, a description of work to be performed and dollar values of each proposed DBE subcontract. This information shall be submitted on the attached 'DBE Participation Form' furnished with this solicitation.

If the goals were not met, the bidder must demonstrate that sufficient good faith efforts were made to meet the DBE contract goals and shall document the steps he has taken to obtain DBE participation.

Failure to provide required documentation of good faith efforts may be reason for disqualification of the Bid / Proposal.

Bidders good faith efforts will include the following actions.

- Soliciting through all reasonable and available means the interest of all certified DBE's who have the capability to perform work under the contract. This shall include attendance at pre-bid meetings, advertising and /or written notices. The bidder shall allow sufficient time to allow the DBE's to respond to the solicitation.
- Selecting portions of the work to be performed by DBE's.

- Providing interested DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Negotiations in good faith with interested DBE's. It will be the responsibility of the bidder to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or materials consistent with the available DBE's. Evidence of negotiations shall include the names, addresses, and telephone numbers of DBE's that were considered and a description of the information provided regarding the plans and specifications for the work selected for subcontractors, and evidence as to why additional agreements could not be reached for DBE's to perform the work.
- Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance as required.
- Efforts to assist interested DBE's in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Use of services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

The prime contractor agrees not to terminate for convenience a DBE subcontractor, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without ITP's prior written consent. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor agrees to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated.

## **6.28 DEBARMENT AND SUSPENSION**

Bidders shall complete and submit as part of their bid, the Certification of Primary Contractor Regarding Debarment, Suspension, And Other Responsibility Matters for all projects when the total aggregate value of the contract exceeds \$25, 000. The bidder shall also submit a list of subcontracts and subcontractors which will have a financial interest in this Project which exceeds \$25,000 or will have a critical influence on or a substantive control over the Project. A Certification Of Lower-Tier Participants Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusions shall be submitted by the bidder to ITP for each listed subcontractor prior to contract award.

During the term of the Contract the successful bidder will be required to immediately notify ITP of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.



## **6.29 LOBBYING CERTIFICATION**

Bidders shall complete and submit as part of their bid the Certification of Restrictions on Lobbying for all projects when the total aggregate value of the contract exceeds \$100,000. The Contractor shall also submit a list of subcontracts and subcontractors which will exceed \$100,000. A Certification of Restrictions on Lobbying shall be submitted by the bidder to ITP for each listed subcontractor prior to contract award.

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## **6.30 PRODUCT DESCRIPTION**

Bids or proposals must be accompanied by a comprehensive description of bidder's product. This description shall include drawings, overall dimensions and photographs which show the construction characteristics and explain the operation of the bidder's product. The descriptive literature shall also include information on design details, components, performance characteristics, methods of manufacture and assembly. The descriptive literature is required for the purpose of evaluation and award. Failure of the descriptive literature to show that the product proposed conforms to the specifications and other requirements of this solicitation may result in rejection of the bid or proposal. Additionally, failure to submit the descriptive literature will require rejection of the bid or proposal. The quality of standard components not covered by the language of these specifications will be a factor in determining an award. No advantage shall be taken by the bidder or manufacturer in the omission of any part or detail which goes to make the product complete and ready for service, even though such part is not mentioned in this specification. All units or parts not specified shall be Contractor's standard units or parts and shall conform in materials, design and workmanship to the best practices known in the industry. All parts will be new and in no case will used, reconditioned, or obsolete parts be accepted without prior review and written acceptance by ITP.

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## **6.31 DEMONSTRATION**

Bidder may be requested to demonstrate to ITP the capability of their proposed product to perform and function as herein called for by this specification. The demonstration shall be at no expense to ITP in compliance with provisions outlined in the technical specifications contained herein.

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## **6.32 CONTRACT AMOUNT AND PAYMENT MILESTONES**

The total contract price is \$X,XXX,XXX.00 and individual Payment Milestones are shown in Table 1.



## SECTION 7

### CONTRACT PROVISIONS EQUIPMENT AND SERVICES

#### 1) DURATION OF CONTRACT

This Contract shall become effective on \_\_\_\_\_ and shall remain in effect Through \_\_\_\_\_. This Contract may be extended for up to two \_\_\_\_\_ with the concurrence of both parties.

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#### 2) PROJECT STARTUP

The Contractor agrees to commence work on this Project immediately upon the signing of this Contract by both parties and the issuance of a Notice to Proceed by ITP

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#### 3) PROJECT COMPLETION (ITP Board)

This Project shall be completed \_\_\_\_\_ days after execution of this Contract by both parties and issuance of a Notice to Proceed by ITP.

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#### 4) PROJECT COMPLETION (Notice to Proceed)

This Project shall be completed \_\_\_\_\_ days after Contract award by the ITP Board.

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#### 5) CONTRACT AMOUNT AND PAYMENT (Lump Sum)

ITP agrees to pay and the Contractor agrees to accept as payment in full the amount of \$\_\_\_\_\_.

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#### 6) CONTRACT AMOUNT AND PAYMENT (Payment in Full)

ITP agrees to pay and the Contractor agrees to accept as payment in full the amounts shown in Exhibit \_\_\_\_\_, Payment Schedule.

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#### 7) CONTRACT AMOUNT AND PAYMENT (Payment Schedule)

ITP agrees to make payments for this Project in accordance with the Payment Schedule included as Exhibit \_\_\_\_\_. The Contractor agrees to accept these amounts as payment in full.

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**8) PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

The granting of any progress payment or payments by ITP, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work of any portion thereof, and shall in no way lessen the ability of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Material, components or workmanship which does not conform to the instruction of these Contract requirements and specifications, or are not equal the samples submitted to and approved by ITP will be rejected and shall be replaced by the Contractor without delay.

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**9).LIQUIDATED DAMAGES**

In the event of delay in the completion of deliveries of \_\_\_\_\_ beyond  
the dates specified in the Contract \_\_\_\_\_  
(Description of item or product)

And not subject to the Contract's Unavoidable Delay provision, ITP shall assess, as liquidated damages, \$100.00 per calendar day. These damages shall be deducted from any monies due, or which may thereafter become due to the Contractor under this Contract. Further, the Contractor agrees that sums assessed as liquidated damages shall not be considered penalties but reflect the cost to ITP for delays in schedule.

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(state basis for determining damages)

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**10) AGREEMENT CHANGES**

Additions, deletions or modifications to this Agreement may be made only in accordance with a written agreement between the parties, signed on behalf of ITP by its Executive Director or the Project Manager.

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**11). DISPUTES**

Except as otherwise provided in the Contract, any dispute concerning a question of fact arising under the Contract which is not disposed of by agreement shall be decided by the ITP Project Manager who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the ITP Project Manager shall be final, unless determined

by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute thereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with ITP Project Manager's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on a question of law.

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## **12). PATENT, TRADEMARK, COPYRIGHT, AND TRADE SECRET INFRINGEMENT**

The Contractor warrants that the goods and services do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold ITP, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Contract. ITP shall promptly notify the Contractor of any such claim. ITP makes no warranty that the production, sale or use of goods or services under this Contract will not give rise to any such claim and

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## **13). INDEMNIFICATION**

The Contractor agrees to indemnify and hold ITP, its officers, agents, employees and/or trustees, harmless from and against any and all claims or causes of action brought against ITP and from any and all damages, losses, expenses, attorneys' fees, costs and liabilities sustained by ITP arising out of any claimed defect in the goods or services supplied by the Contractor, any claimed improper manufacture, design, design drawings, specifications, materials or repairs provided by the Contractor pursuant to the Contract, and any claim by a third party for patent, trademark, copyright, or trade secret infringement. The Contractor's obligation under this paragraph shall include the obligation to indemnify and hold ITP harmless for its own negligence whether active, passive or concurrent, in the performance of ITP's duties and obligations pursuant to the Contract.

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#### **14). PATENT RIGHTS**

If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor shall notify ITP immediately and provide a detailed report. The rights and responsibilities of ITP, the Contractor, and FTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

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#### **15). RIGHTS IN DATA**

The Contractor agrees to comply with the following provisions:

(a) The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

(b) The following restrictions apply to all subject data first produced in the performance of this Agreement:

(1) Except for its own internal use, ITP may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may ITP authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to Agreements with academic institutions.

(2) As authorized by 49 CFR Part 18.34, the Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

a) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

b) Any rights of copyright to which ITP, sub-recipient, or a third party contractor purchases ownership with Federal assistance.

c) When FTA provides assistance to ITP for a project involving planning, research, development, or a demonstration, it is FTA's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA determines otherwise, the recipient of FTA assistance to support planning, research, development, or a demonstration financed under the Federal Transit Act as amended, understands and agrees that, in addition to the rights set forth in paragraph (b)(2) of

this Agreement, FTA may make available to any FTA recipient, sub-recipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that the Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in paragraph (a) of this Agreement and shall be delivered as the Government may direct. Paragraph (a) of the Agreement, however, does not apply to adaptations of automatic data processing equipment or programs for ITP's use which costs are financed with capital funds (Sections 3, 9, 16, 18, or 25 of the Federal Transit Act, as amended, or Title 23 capital funds).

d) Unless prohibited by State law, ITP agrees to indemnify, save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by ITP of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. ITP shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

e) Nothing contained in this section shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent. Paragraphs (2)b), (2)c), and (2)d) of this Agreement do not apply to material furnished to ITP by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by ITP at the time of delivery of such work.

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## **16) COVENANT AGAINST GRATUITIES**

The Contractor warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of ITP with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of Contract.

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## **17) ASSIGNABILITY**

The terms and provisions of the Contract documents shall be binding upon ITP and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. The rights and obligations of the Contractor under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without ITP's prior written consent. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval by ITP of the subcontractor.

ITP may assign its rights and obligations under the Contract to any successor to the rights and functions of ITP or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent ITP deems necessary or advisable under the circumstances.

## **18) PRICE WARRANTY AND COMMISSIONS**

The price to be paid by ITP shall be that stated in this Contract which the Contractor warrants to be no higher than the Contractor's current prices on orders by others for goods similar to those covered by this Contract for similar quantities under similar conditions and methods of purchase. In the event the Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative at ITP's sole discretion, ITP may cancel this Contract without liability to the Contractor for breach. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, ITP shall have the right in addition to any other rights, to cancel this Contract without liability and to deduct from the Contract price or otherwise recover from the Contractor the full amount of such commission, percentage, brokerage or contingent fee.

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## **19) RECORD RETENTION**

During the course of the Project and for three (3) years thereafter, the Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as the Government may require. Reporting and record keeping requirements for governmental recipients are set forth in 49 CFR Part 18. Reporting and record keeping requirements for private nonprofit and for-profit recipients, are set forth in OMB Circular A-1 10. Project close out does not alter these requirements.

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## **20) CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any or all of which may arise out of or result from the Contractor's operations under the Contract, or from any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than the limits specified below. ITP shall be named as additionally insured in respect to all liability insurance policies. All policies shall contain an endorsement that written notice shall be given to ITP prior to termination, cancellation or reduction in coverage in the policy. Certificates of such insurance shall be filed with ITP prior to the start of the Contract.

(a) Worker's compensation insurance shall be in the amount and coverage required by the State of Michigan to protect it from claims under the Worker's Compensation Act and other employee benefit acts.

(b) General comprehensive liability insurance, including bodily injury and death , and property damage insurance in the minimum amount of \$1,000,000 per occurrence.

Automobile liability and garage keepers liability, including bodily injury and pro-property damage, insurance in the minimum amount of \$2,000,000 per occurrence.



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## **21) UNAVOIDABLE DELAYS**

If delivery of completed Project under this Contract should be unavoidably delayed, the ITP Project Manager will extend the time for completion of the Contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonable expected to occur in connection with or during the Contractor's performance; was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents; was substantial and in fact caused the Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

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## **22) NOTIFICATION OF DELAY**

The Contractor will notify the Project Manager as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay completion of this Project. Within five (5) working days, the Contractor will confirm such notice in writing, furnishing as much detail as is available.

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## **23) REQUEST FOR EXTENSION**

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the ITP Project Manager to make a decision on any request for extension. The ITP Project Manager will examine the request and any documents supplied by the Contractor and will determine if the Contractor is entitled to an extension and the duration of such extension. The ITP Project Manager will notify the Contractor of the decision in writing. It is expressly understood and agreed that the Contractor will not be entitled to damages or compensation, and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

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## **24) CONTRACTOR'S REPRESENTATIVE**

Prior to the start of Contract performance, the Contractor shall advise ITP in writing of the primary and alternate representatives (including phone numbers) who will have management responsibility for the total Contract effort to receive and act on technical matters and resolve problems of a contractual nature.

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## **25) INTERURBAN TRANSIT PARTNERSHIP'S REPRESENTATIVES**

Prior to the start of Contract performance, the ITP Project Manager will furnish a letter to the Contractor indicating the personnel who will represent ITP in the administration of this Contract to insure successful performance. Such letter shall include the specific duties of each individual and their limits of authority.

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## **26) INSTRUCTIONS BY UNAUTHORIZED THIRD PERSONS**

In accordance with the Contract Changes provision of the Contract, The ITP Project Manager or his/her authorized representative are the only persons authorized to make changes within the general scope of the Contract.

Any instructions, written or oral, given to the Contractor by someone other than the ITP Project Manager or his/her authorized representative, which are considered to be a change in the Contract, will not be considered as an authorized Contract Change. Any action on the part of the Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

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## **27) TERMINATION OF AGREEMENT**

This agreement may be terminated for reasons of convenience or default.

a) Termination For Convenience: ITP may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to or paid for by ITP, the Contractor will account for same, and dispose of it in the manner ITP directs.

b) Termination For Default: If the Contractor does not deliver the complete Project in accordance with this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, ITP may terminate, revoke or rescind this Agreement for default. Termination, revocation or rescission shall be effected by serving notice on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for the portions of the Project furnished, accepted, and found in compliance with the terms and conditions of this Agreement.

If it is later determined by ITP that the Contractor has 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, ITP, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Termination, revocation or rescission of this Agreement for default shall not affect or impair any rights or claims of ITP to damages for breach of any covenants of this Agreement by the Contractor. Further, should the Contractor fail to comply with the conditions of the Agreement or fail to complete the specified work or furnish the specified services as stipulated in the Agreement, ITP reserves the right to purchase on the open market, or to complete the required work at the expense of the Contractor and to pursue all other recoveries available to ITP under Michigan law.

In the event of a dispute under this Agreement, ITP and the Contractor agree that proper venue for purposes of litigation shall be Kent County, Michigan.

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## **28) INTEREST OF MEMBERS 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 receive any benefit therefrom.

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## **29) DBE PARTICIPATION**

The contractor, sub recipient 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 49CFR 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 ITP deems appropriate.

A minimum of (zero) \_\_\_\_\_ percent of the total contract price, as awarded, shall be awarded to certified DBE's by the Contractor.

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## **30) DEBARMENT AND SUSPENSION**

The Contractor agrees to comply with U. S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of the bidder to submit the Certification Of Primary Contractor Regarding Debarment, Suspension, And Other Responsibility Matter for all projects when the total aggregate value of the Contract exceeds \$25,000 and to submit a Certification Of Lower Tier Participation Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusions for each subcontractor which will have a financial interest in this Project which exceeds \$25,000 or will have a critical influence on or a substantive control over the Project.

During the term of the Contract the Contractor agrees to immediately notify ITP of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

The Contractor shall submit with each request for payment a list of all subcontractors to this contract which have a financial interest in this Project which exceeds \$25,000 or have had a critical influence on or substantive control over the Project and submit evidence that the appropriate certificate has been submitted and that they remain valid. ITP will not make payment to the Contractor or a subcontractor which 1) does not comply with this contract provisions, or, 2) is not in compliance with the above-cited federal requirements.

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## **31) ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS**

Environmental Protection. The Contractor agrees to comply with applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; section 14 of the Federal Transit Act, as amended, 49 USC app. §§ 1610; Council on Environmental Quality regulations, 40 CFR Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact And Related Procedures" at 23 CFR Part 771 and 49 CFR Part 622. Air Quality. The Contractor agrees to comply with applicable requirements of EPA regulations, "Conformity To State Or Federal Implementation Plans Of Transportation Plan, Programs, And Project Developed, Funded Or Approved Under Title 23 USC Or The Federal Transit Act", 40 CFR Part 51,

Subpart T; and “Determining Conformity Of Federal Actions To State Or Federal Implementation Plans”, 40 CFR Part 93. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation and control measure incorporated in the Project. The Contractor agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project set forth in the SIP. EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Contractor should be aware that the following EPA regulations, among others, may apply to its Project; “Control Of Air Pollution From Motor Vehicles And Motor Vehicle Engines”, 40 CFR part 85; “Control Of Air Pollution From New And In- Use Motor Vehicles And New And In-Use Motor Vehicle Engines: Certification And Test Procedures”, 40 CFR Part 86; and “Fuel Economy Of Motor Vehicles”, 40 CFR Part 600. Use Of Public Lands. No publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, State, or local significance may be used for the Project unless specific findings required by 49 USC § 303 are made by U.S. DOT. Historic Preservation. The Contractor agrees to assist the Government (FTA) to comply with section 106 of the National historic Preservation Act, 16 USC § 470f, involving historic and archaeological preservation by:

Consulting the State Historic Preservation Officer on the conduct of investigations, in accordance with Advisory Council on Historic Preservation regulations, “Protection of Historic And Cultural Properties”, 36 CFR Part 800, to identify properties and resources listed in or eligible for inclusion in the National Register Of Historic Places that may be affected by the Project, and notifying the Government (FTA) of the existence of any such properties; and,

a) Complying with all Federal requirements to avoid or mitigate adverse effects upon such properties.

Energy Conservation. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy And Conservation Act, 42 USC §§ 6321 et seq.

Mitigation of Adverse Environmental Effects. Should the proposed Project cause adverse environmental effects, the Contractor agrees to take all reasonable steps to minimize such effects pursuant to 49 USC app. § 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. The Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 USC § 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in and made part of this Agreement by reference. As soon as the Government and the Contractor reach agreement on any mitigation measures that have been deferred, those measures will then be incorporated into this Agreement. Such mitigation measures may not be modified or withdrawn without the express written approval of the Government.

### **32) LABOR PROVISIONS: NON-CONSTRUCTION CONTRACTS**

Pursuant to regulations set forth in 29 CFR, Part 5, the Contractor agrees to comply with applicable labor provisions for non-construction contracts. Requirements for compliance are as follows.

a) Overtime Requirements: No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

b) Violation; Liability For Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subparagraph (b)(1), 29 CFR, Section 5.5, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a Territory, to such District or such Territory) for liquidated damages. Such liquidated damages shall be computed with respect to each employed in violation of the clause set forth in Subparagraph (b)(1) of 29 CFR, Section 5.5, in the sum of \$10 for each calendar day in which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in Subparagraph (b)(1) of 29 CFR, Section 5.5.

c) Withholding For Unpaid Wages And Liquidated Damages: FTA or ITP shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subparagraph (b) (2) of 29 CFR, Section 5.5.

d) Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Subparagraph (a) through (d) of this provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Subparagraphs (a) through (d) of this paragraph. Non-Construction Contracts: The requirements clauses contained in 29 CFR, Section 5.5 (b) or paragraphs (a) through (d), are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during

working hours on the job.

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**33) TITLE VI COMPLIANCE OF THE CIVIL RIGHTS ACT OF 1964**

The Contractor agrees to comply with, and assure the compliance by its subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 USC § 2000d; U.S. DOT regulations, "Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation -- Effectuation Of Title VI Of The Civil Rights Act", 49 CFR Part 21.

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**34) COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor warrants that it is and will remain in compliance with all federal, state, and local laws, regulations, and ordinances relating to the manufacture, sales, and delivery of the goods and services sold to ITP in connection with this Contract.

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**35) NOTICE OF FEDERAL REQUIREMENTS**

The Contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date an Agreement was executed may be modified from time to time. The Contractor agrees that the changed requirements will apply to the Project as required. All standards or limits set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

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**36) PROHIBITED INTEREST**

No ITP employee, officer, or agent, including any member of an evaluation committee for a ITP project, may participate in the selection, award, or administration of a ITP contract if a real or apparent conflict of interest would exist. Such a conflict would exist when any of the parties set forth below has a material financial or other interest in a firm selected for award:

any employee, officer, or agent of ITP; any member of his/her immediate family; his/her partner; or an organization employing or about to employ any of the above. Any interest as owner or stockholder of one percent (1%) or less in such a firm shall not be deemed to be a material financial interest, but serving as Director, officer, consultant, or employee of such an organization would be deemed a material interest.

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**37) AUDIT AND INSPECTION**

For contract awards not based on competitive bidding procedures as defined by the Secretary Of Transportation, the Contractor agrees to permit the Secretary Of Transportation and the Comptroller General of the United States, or their duly authorized representative, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

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### **38) EQUAL EMPLOYMENT OPPORTUNITY**

In implementing the Project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. 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, sex, disability, age, or national origin. 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. The Contractor shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its third party contracts for Project implementation, except contracts for standard commercial supplies or raw materials and construction contracts, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

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### **39) LOBBYING CERTIFICATION**

During the term of this Contract the Contractor agrees to comply with the provisions of 31 USC section 1352, which prohibit the use of Federal funds for lobbying by any official or employee of any Federal agency, or member of employee of Congress; and requires the Contractor to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance. The Contractor agrees to comply with U.S. DOT regulations, "New Restrictions On Lobbying", 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$100,000.

The Contractor and all subcontractors in receipt of contracts exceeding \$100,000 shall submit Standard Form LLL quarterly to ITP. The Contractor shall also submit with each request for payment 1) a list of each contractor and subcontractor that is subject to the Lobbying Certification, 2) certifications or evidence of certification for all subcontractors, 3) information regarding material changes in the previous certifications or disclosures, and, 4) Standard Form LLL or evidence that the form was previously submitted to ITP.

ITP will not make any payment to the Contractor or a subcontractor which 1) does not comply with this contract provisions, or, 2) is not in compliance with the above-cited federal requirements.

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### **40) AMERICANS WITH DISABILITIES ACT**

The Contractor agrees to and assures that any subcontractor under this Project complies with all applicable requirements of the Americans With Disabilities Act of 1990 (ADA), 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; section 16 of the Federal Transit Act, as amended, 40 USC app. § 1612; and the following regulations and any amendments thereto:

- U.S. Dot regulations, "Transportation Services For Individuals With Disabilities (ADA)", 49 CFR Part 37;
- U.S. Dot regulations, "Nondiscrimination On The Basis Of Handicap In Programs And Activities Receiving Or Benefiting From Federal Financial Assistance", 49 CFR Part 27;

- U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications For Transportation Vehicles”, 49 CFR Part 38;
- Department Of Justice (DOJ) regulations, “Nondiscrimination On The Basis Of Disability In State And Local Government Services”, 28 CFR Part 35;
- DOJ regulations, “Nondiscrimination On The Basis Of Disability By Public Accommodations And In Commercial Facilities”, 28 CFR Part 36;
- General Services Administration regulations, “Accommodations For The Physically Handicapped”, 41 CFR Subpart 101-19;
- Equal Employment Opportunity Commission, “Regulations to Implement The Equal Employment Provisions Of The Americans With Disabilities Act”, 29 CFR Part 1630;
- Federal Communications Commission regulations, “Telecommunications Relay Services And Related Customer Premises Equipment For The Hearing And Speech Disabled”, 47 CFR Part 64, Subpart f; and, FTA regulations, “Transportation For Elderly And Handicapped Persons”, 49 CFR Part 609.

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#### **41) PRIVACY**

The Contractor agrees:

- a) To comply with the Privacy Act of 1974, 5 USC § 552a, and regulations thereunder, when performance under the Project involves the design, development, or operation of any system of records on individuals to be operated by the Recipient, its third party contractors, sub-recipients, or their employees to accomplish a Government function;
- b) To notify the Government when the Contractor, subcontractor, or their employees anticipate operating a system of records on behalf of the Government in order to implement the Project, if such system contains information about individuals retrievable by the individual’s name or other identifier assigned to the individual. A system of records subject to the Act may not be used in carrying out this Project until the necessary and applicable approval and publication requirements have been met. The Contractor, subcontractor, and their employees agree to correct, maintain, disseminate, and use such records as required by the Act, and to comply with all applicable terms of the Act;
- c) To include in every solicitation and in every third party contract and sub-agreement when the performance of work under that proposed third party contract or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third party contract or sub-agreement to accomplish a Government function, a Privacy Act notification informing the third party contractor, or sub-recipient that it will be required to design, develop, or operate a system of records on individuals to accomplish a Government function subject to the Privacy Act of 1974, 5 USC § 552a, and Federal agency regulations, and that a violation of the Act may involve the imposition of criminal penalties.

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#### **42) REMEDIES / BREACH OF CONTRACT**

If the Contractor breaches any provision in this Contract, the Contractor agrees to reimburse ITP for all damages suffered, including but not limited to incidental, consequential and other damages, as well as lost profits. The remedies in this Contract shall be cumulative and in addition



to any other remedies allowed to ITP under applicable law. No waiver by ITP of any breach or remedy shall be a waiver of any other breach or remedy.

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#### **43) DBE SUBCONTRACTOR'S PAYMENT & REPORTING REQUIREMENTS**

##### A) Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from ITP. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after 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 ITP. This clause applies to both DBE and non-DBE subcontractors.

##### B) Contractor Reporting Requirements

The prime contractor agrees to count only the value of the work actually performed by the DBE firm toward its overall DBE goal. When a DBE performs as a participant in a joint venture, the prime contractor agrees to count the portion of the work of the contract that the DBE performs with its own forces toward its DBE goal only if the DBE is performing a commercially useful function of the contract. The factors listed in 49 CFR Part 26 will be used to determine whether a DBE trucking firm is performing a commercially useful function. The prime contractor understands that expenditures with DBEs for materials or supplies toward DBE goals will be counted according to the factors listed in 49 CFR Part 26. The prime contractor agrees to meet with the ITP DBE Liaison Officer for the purpose of verifying contractor reporting requirements prior to the signing of a contract.

##### C) Legal and Contract Remedies

The prime contractor agrees to report quarterly to the ITP DBE Liaison Officer on all payments made to DBE subcontractors. Further, the contractor shall provide all copies of canceled checks made to DBE subcontractors showing proof of actual payment. The prime contractor understands that failure to report quarterly to the ITP DBE Liaison Officer may result in the termination of this contract or such other remedy as ITP deems appropriate. The prime contractor understands that ITP will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT inspector General, action under suspension and debarment of Program Fraud or Civil Penalties rules) provided in 26.109. The prime contractor understands that ITP will consider similar action under their own legal authorities, including responsibility determinations in future contracts.

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#### **44). OSHA REQUIREMENTS**

The Contractor expressly warrants that all materials, supplies, and equipment provided under this Contract are provided in full compliance with the Occupational Safety and Health Act of 1970, as

amended, and all standards, rules, regulations and orders issued pursuant thereto, and all other federal and state safety and health statutes. All sales of hazardous materials as defined in Title 29 of the cost of Federal Regulation, Chapter VII, parts 1501-1503, shall be accompanied by a completed U.S. Department of Labor "Materials Safety Data Sheet", Form OHFA-20 by the Contractor for each good sold to ITP.

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#### **45). CARGO PREFERENCE**

Pursuant to 46 CFR, Part 381, the Contractor agrees:

To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to 46 CFR, Part 381, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

To furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean Bill-Of-Lading in English for each shipment of cargo described in paragraph (a) above to ITP (through the prime Contractor in the case of subcontractor Bills-Of-Lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street SW, Washington, DC, 20590, marked with appropriate identification of the Project.

To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

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#### **46). BUY AMERICA**

The Contractor agrees to comply with Section 165 of the Surface Transportation Assistance Act of 1982, as amended, "Buy America Requirements - Surface Transportation Assistance Act of 1982", 49 CFR Part 661, and 49 CFR, Part 663, and any amendments thereto and any implementing guidance issued by FTA.

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#### **47). CHANGE ORDERS**

ITP's Project Manager, at any time by written order and without notice to the sureties, may make changes within the general scope of this Contract in (i) drawings, designs or specifications where the supplies to be furnished are to be specially manufactured for ITP in accordance therewith; (ii) method of shipment of packing; (iii) place of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this Contract, whether changed or

not changed by such order, an equitable adjustment shall be made by written modifications of the Contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that ITP's Project Manager, if he decides that the facts justify the action, may receive and act upon any such claim. Nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

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#### **48) PRODUCT WARRANTY**

The Contractor expressly warrants that the goods provided under this Contract shall conform to all specifications, drawings, and other descriptions of the goods made by the Contractor or contained in specifications furnished to the Contractor by ITP, and shall be free from all defects in material, design and workmanship. The Contractor also expressly warrants that the goods are merchantable and fit for the particular purpose intended by ITP. The warranties of the Contractor contained in this Contract extend to future performance of the goods sold under this Contract. The Contractor further agrees not to attempt to limit or to exclude any remedies for damages, whether incidental, consequential or otherwise.

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#### **49) WARRANTY AND GUARANTEE**

The Contractor hereby warrants to ITP that all of the equipment furnished under the procurement shall be free from defects in material and workmanship under normal operating use and service. The Contractor shall provide such a Warranty beginning at the time of final acceptance of the system and continuing for a period of one (1) year on all equipment. The Warranty shall cover all parts and labor costs during the Warranty period. The remedial work to correct any of the potential deficiencies shall include the repair or replacement, at the Contractor's option, of equipment, components, devices and/or material. It is expressly understood that this Warranty covers all parts and labor costs necessary and that all cost for the necessary labor and material during the Warranty period shall be borne by the Contractor and not by ITP except as provided for herein.

The Contractor also agrees to provide all labor and material to replace, during the period of this Warranty, without expense to ITP, any and all parts which may be damaged due to defects in, or failure of such parts or of any other part or parts of the equipment furnished under the procurement. ITP shall maintain the equipment in accordance with the Contractor's instructions in order to maintain this Warranty, and the Contractor shall be responsible for all shipping charges.

Contractor shall be solely responsible for all materials and workmanship, including all specialties and accessories, whether manufactured by it or others, used in the equipment and for adequate installation and connection of all equipment, accessories, specialties and components. Under no conditions shall Contractor delegate this responsibility to suppliers or other sources.

Any apparatus, device or material which, in the sole opinion of ITP, requires excessive service during its operation, shall be brought to the attention of the Contractor by ITP at the conclusion of the first year but prior to the expiration of the Warranty. The Contractor shall be required to repair or replace the apparatus, device or material (at his or her determination of the problem and its

cause) at no expense to ITP. Should a "class failure" be involved, the Contractor may be required by ITP to extend the Warranty on that item until the requirement for excessive service is eliminated. Excessive service is defined as three (3) failures (an event or failure of a given device and/or component in a unit or units which renders the unit or units inoperative and/or unsuitable for the intended purpose) or malfunctions (an event or failure of a given device and/or component in a unit or units which causes a degraded performance of the equipment, but does not render the equipment inoperative) during the Warranty period. A "class failure" is a failure of a given component and/or device in five percent (5%) of the equipment provided during the Warranty period. The determination of a "class failure" shall be by ITP and shall assume that all equipment within its respective category has these defects and shall ultimately experience these same failures.

In the event the Contractor fails to comply within ten (10) working days to a request by ITP to repair, replace or correct damaged or defective work, materials, specialties, equipment and accessories, ITP shall, upon written notice to the Contractor, have authority to deduct the cost of labor and material incurred by ITP itself in making such repairs from any compensation due or to become due the Contractor. In the event the Contractor has been paid, the Contractor agrees to reimburse ITP for the cost thereof. It is understood, however, that the said Warranty or Guarantee will not apply to any equipment which has been repaired or altered without the knowledge or consent of the Contractor and which repair or altering affected its stability and/or reliability; nor will said Warranty or Guarantee apply if the equipment has been subjected to other than normal use under conditions which prevail in ITP service. The burden of proof for any negligence on the part of ITP shall rest with the Contractor. Temperature, humidity, bus vibration and ambient electric conditions shall be considered normal operating conditions for this equipment. The Warranty shall not cover the replacement and maintenance items (such as light bulbs) made in connection with normal maintenance service.

Labor costs for ITP to diagnose and to exchange faulty components, sub-assemblies or equipment and the shipping costs to return such items to a service location nominated by the Contractor for repair or replacement as provided for herein shall be at the expense of the Contractor. The shipping costs, including packing and insurance, to ship repaired or replaced items to ITP shall be at the expense of the Contractor.

Contractor guarantees that a stock of replacement parts for the equipment and all components thereof, will be available for a period of not less the fifteen (15) years after the date of acceptance of the completed system under this Contract by ITP.

The above Warranties are in addition to any statutory implied Warranties or Remedies imposed on the Contractor.

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## **50) INTERCHANGEABILITY**

All units and components procured under this Contract, whether provided by suppliers or manufactured by the Contractor shall be duplicates in design, manufacture and installation to assure interchangeability among items in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the unit.

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### **51) TITLE**

Title to goods acquired by ITP under this Contract shall pass to ITP when such goods are delivered, installed and accepted by ITP. The Contractor shall bear all risk of loss until passage of title, or adequate documents for securing title shall be provided to ITP by the Contractor.

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### **52) INSPECTION**

(a) ITP reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing or installation process; provided, however, it is under no duty to make such inspection, and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, Contract requirements and specifications.

Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of ITP notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this Contract and its specifications.

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### **53) PRE-AWARD/POST DELIVERY AUDIT**

The Contractor shall comply with any regulations that may be issued to implement section 1 2(j) of the Federal Transit Act, 49 USC app. § 1608(j), and Federal Regulation 49 CFR, Part 663.

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### **54) BUS TESTING**

The Contractor shall comply with the bus testing requirements as set forth in section 12(h) of the Federal Transit Act, 49 USC app. § 1608(h), and any implementing regulations that may be issued thereunder.

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### **55) ASSUMPTION OF RISK OF LOSS**

ITP shall assume risk of loss of the vehicle after delivery to its facility. Prior to this delivery or release, the Contractor shall have risk of loss of the vehicle, including any damages sustained during the common carrier drive-away operation. Drivers shall keep a maintenance log enroute and it shall be delivered to ITP with the vehicle.

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### **56) THE MICHIGAN IRAN ECONOMIC SANCTIONS ACT, 2012 P.A. 517**

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that is not an "Iran linked business" as that term is defined in the Act.



**SECTION 8: REQUIRED FEDERAL CERTIFICATES**





**INSTRUCTION FOR FILLING OUT THIS FORM ARE ON OTHER SIDE**

4. DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

- 1. DBE Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_
  
- 2. Dollar amount awarded: \_\_\_\_\_
  
- 3. Description of work to be performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **CONTRACTOR'S COMMITMENT TO USE DBE FIRM**

\_\_\_\_\_ is committed to utilize the DBE contractor to utilize  
(Name of Contractor)  
the above named DBE subcontractor/supplier in the manner and amount described on this form.  
Dated \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)

**5. DBE'S COMMITMENT TO PARTICIPATE**

\_\_\_\_\_, as a DBE firm, is committed to perform the work  
(Name of subcontractor/supplier)  
as described above for the amount specified.  
Dated \_\_\_\_\_  
6. \_\_\_\_\_  
(Authorized Signature)

7.

6. **NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.**

\_\_\_\_\_, has no subcontractor opportunities available for  
(Name of subcontractor/supplier)  
work to be performed.

**BLANK forms are NOT acceptable. If DBE subcontractor opportunities are available please fill out sections 1 thru 5. If no subcontractor opportunities available fill out section 6. SIGNATURES ARE REQUIRED.**

9. DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. DBE Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Sub contractor name and address

2. Dollar amount awarded: \_\_\_\_\_  
Amount awarded to Sub contractor

3. Description of work to be Performed: \_\_\_\_\_  
Work description.

4. **CONTRACTOR'S COMMITMENT TO USE DBE FIRM** Prime contractor fills out.  
\_\_\_\_\_  
(Name of Contractor)  
is committed to utilize the above referenced DBE subcontractor/supplier to utilize the above in the manner and amount described on this form.  
Dated \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)

**DBE'S COMMITMENT TO PARTICIPATE**  
\_\_\_\_\_, as a DBE firm, is committed to perform the work as described above for the amount specified.  
Dated \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)  
Sub contractor fills out.

5. **NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.** Prime contractor fills out.  
\_\_\_\_\_, has no subcontractor opportunities available for work to be performed.  
Dated \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)

**CERTIFICATION OF PRIMARY CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Contractor, \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) 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;
3. 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 offense enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above named Primary Contractor is unable to certify to any of the the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

The Primary Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801 et seq. are applicable thereto.

\_\_\_\_\_  
***Signature and Title of Authorized Official***



**CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING  
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (Subcontractor to the Primary Contractor), \_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The Lower-Tier participant (Subcontractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31. U.S.C. Sections 3801 et seq. are applicable thereto.

\_\_\_\_\_  
***Signature and Title of Authorized Official***



