



REQUEST FOR QUOTES (RFQ) #2012-03

**REPLACEMENT OF ADA ENTRANCE DOORS
(Adam Benjamin Metro Center – 100 W. 4th Ave., Gary)**

October 25, 2012

**GARY PUBLIC TRANSPORTATION CORPORATION
100 W. 4TH AVENUE
GARY, IN 46402**

**PHONE: (219) 884-6100 ext. 107
FAX: (219) 884-3003**

GARY PUBLIC TRANSPORTATION CORPORATION

REQUEST FOR QUOTES

The Gary Public Transportation Corporation (GPTC) is soliciting competitive quotes from qualified service providers for a **REPLACEMENT of ADA DOORS** on a firm fixed price contract. The service location is at the Adam Benjamin Metro Center located at 100 West 4th Avenue, Gary, IN 46402.

Quotes will be accepted via U. S. mail or hand-delivery only up to 12:00 P.M. CDT on Thursday, November 8, 2012 at 100 West 4th Avenue, Gary, Indiana 46402. For details, contact Annisha Whittaker, Procurement Agent at (219) 884-6100 ext. 107 or at procurementagent@gptcbus.com.

Contracts resulting from this Request for Quotes (RFQ) are subject to all applicable equal opportunity laws, Disadvantaged Business Enterprise (DBE) regulations and affirmative action requirements of the Federal Transit Administration (FTA), and GPTC. Information regarding these and other FTA and GPTC requirements is on file at the GPTC Corporate Office.

GPTC reserves the right to accept any RFQ or any part or parts thereof or to reject any and all RFQ's and request new submissions. All bidders are required to certify that they are not on the Comptroller General's List of Ineligible Contractors.

Ms. Cherokee Stanton, Chairperson
Board of Directors, GPTC

Mr. Daryl E. Lampkins
General Manager

SECTION 1.0 BACKGROUND

The Gary Public Transportation Corporation, hereinafter GPTC, is a Municipal Corporation, within the City of Gary, Lake County, State of Indiana. The agency is governed by a seven member Board of Directors. Board members are appointed by the Mayor and Gary Common Council. GPTC has 79 employees. Its annual adopted operating and capital budget from tax dollars approximates \$11.3 M. GPTC provides the public transportation services for the Gary area. GPTC is the designated recipient of funds from the Federal Transit Administration (FTA), an agency of the United States Department of Transportation. GPTC functions on an operational basis under the Rules and Regulations of the United States Department of Transportation through its Federal Transit Administration, applicable Indiana Codes, and the Ordinances and regulations established by the Gary Common Council.

GPTC is a party to a 13 (C) Labor Agreement with the Amalgamated Transit Union Local 517 covering all hourly employees. A collective bargaining agreement between GPTC and the ATU Local 517 is in place until April 30, 2009.

The annual operating budget of \$7.5 million is supported by Federal Transit Administration Section 5307 capital funds, State of Indiana Public Mass Transit Funds, fare box revenue, dedicated local property tax, and other local sources.

GPTC Corporate Office is located on the third floor of the Adam Benjamin Intermodal Transit Center in downtown Gary, Indiana. GPTC manages the Center, which is owned by the Civil City of Gary, Indiana. GPTC directly operates both fixed route and complementary paratransit services from its Operations and Maintenance Facility located at 2101 West 35th Avenue in Gary, Indiana. For Calendar Year 2010, the annual fixed-route revenue miles were 889,525 with 897,782 riders. Complementary paratransit revenue miles were 71,286 with 12,388 riders.

SECTION 2.0 SCOPE OF WORK

- All Hardware and Doors Must Meet ADA Requirements
- Location 1: North Entry Glass Doors at Elevator
 - Remove and Install One (1) Pair 72" x 84" Doors with transom frame aluminum entrances (500) wide settle; Aluminum Glass Doors
 - Doors Hardware: VON DUPRIN or equivalent type product (see Attachment B)
- Location 2: Interior Foyer Glass Door at Elevator
 - Install One (1) Kawneer 9" Door Pull
- Location 3: Single Door at East Side of Glass
 - Remove and Install One (1) VAN Duprin 99 Rim Exit Device with Outside Entry Trim
 - Replace top and bottom pivots doors sweep
 - Adjust Door Opening
- Location 4: East Entry Glass Doors to Bus Station
 - Remove and Install Two (2) Pairs 72" x 84" Interior & Exterior

- Doors Hardware: VON DUPRIN or equivalent type product (see Attachment B)
- Location 5: Outside Doors at Escalator
 - Remove and Install Tow LCN doors closers
 - Repair existing opening for in-swing and one out-swing door

SECTION 3.0 DOCUMENTS REQUIRED WITH QUOTE SUBMISSION

_____ A summary of the quote in letter form on your company’s letterhead stationary. The letter must be signed by an officer of the vendor or a designated agent empowered to bind the firm in the contract offer. Acceptance or exception to our terms must be noted in the letter.

_____ A copy of the vendor’s License(s), if any

_____ A copy of all state, county, and local licenses and/or certificates to prove the vendor’s qualifications in handling hazardous waste materials.

_____ At least three (3) references that have contracted similar services within the last twenty-four (24) months. This list must also include the contract dollar value of these references. GPTC reserves the right to contact references as part of the evaluation and selection process. GPTC employees **will not** be accepted as a reference.

_____ **Completed and signed** company information (Attachment A).

_____ A copy of the firm’s quality control plan.

_____ A detailed list of the personnel that will be responsible for the contract with GPTC. The list **must** include the following information:

- Employee’s Name
- Employee’s Job Title
- Employee’s areas of experience and the length of time for each area
- Special training, licensing and certification for each employee
- Employee’s License
- Labor rate for each employee

SECTION 4.0 DBE Contract Goals

The Gary Public Transportation Corporation (GPTC) overall goal for FFY 2012 is 4.0% of Federal financial assistance which will be expended in Department of Transportation (DOT) – assisted contracts exclusive of Federal Transit Administration (FTA) funds to be used for the purchase of transit vehicles. This general goal is relatively consistent with the weighted figure identified for contracts in this specific Work Category (2%), and thus the 2% goal for contractors and subcontractors will be used for this procurement.

SECTION 5.0 PRICING

Based on the provisions in the Scope of Work, no specific amount of contract award has been prescribed. Actual amount of contract award will be based on the proposed budget, as well as GPTC standards for use of public funds, i.e. that all costs must be reasonable and necessary to carry out the planned functions, allowable, and allocable to the proper grant/cost categories and the amount of funds available. The most advantageous proposals to the GPTC in terms of both quality and cost will be recommended.

SECTION 6.0 REFERENCES

The selected service provider must have demonstrated successful performance on projects of a similar size & scope. A minimum of three (3) references (include names, addresses and phone numbers of client contacts, including fax number) should be provided. The service provider shall stress references that clearly describe a previous history of successful training, maintenance and repairs of a similar size and scope.

SECTION 7.0 AWARD

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE RESPONDENT. GPTC reserves the right to accept any RFQ or any part or parts thereof or to reject any and all RFQs and request new submissions. The successful vendor shall be considered, and shall accept status as being that of, an independent contractor to GPTC, and shall recognize that they are not an employee or officer of the Corporation.

Please send quotes to:

Gary Public Transportation Corporation
Attention: Annisha Whittaker
100 W. 4th Avenue, Third Floor
Gary, IN 46402

All quotes must be submitted by 12:00 PM, local time, on Thursday, November 8, 2012.

Questions pertaining to this RFQ should be directed to Annisha Whittaker, Procurement Agent, at (219) 884-6100 ext. 107 or procurementagent@gptcbus.com.

SECTION 8.0 – QUOTE TERMS AND CONDITIONS

Quotes to be submitted should include:

1. the availability of/ability to address each specific product (or, at minimum, an adequate alternative);
2. disclosure of any outsourcing that is anticipated (and for what project elements);
3. a list of at least three (3) references. Please include clients' business name, contact, phone number and task(s) performed;
4. bidder's qualifications, years in business, staff profile and experience in providing the services required by this proposal.

5. an effort to address the attached criteria in terms of content, to allow GPTC staff to compare quotations without having to request additional information

SECTION 9.0 – AUTHORIZED SIGNATURE

Quotes must be signed by an official authorized to bind the contractor to its provisions for at least a period of 180 days. Failure of the successful bidder to accept the obligation of the award may result in the cancellation of any award. A signed copy of the Signature Sheet (Attachment A) must be returned with all quotes.

SECTION 10.0 CONTRACT INCORPORATION AND REQUIRED CERTIFICATIONS

Contractor should be aware that the contents of the successful bid as well as the entire content of RFQ #2012-03 and attachments will become a part of the subsequent contractual documents. Additionally, the contractor should be aware of the contents of the certifications and guidelines contained herein, that it will be required to execute as required by the Federal Transit Administration (FTA) and Gary Public Transportation Corporation. Failure of contractor to accept these obligations will result in the rejection of its bid or cancellation of any award. The model clauses set forth in this bid are adopted and expressly made part of this RFQ, contract and agreement; and in construing such clauses, all references to the Recipient or government shall be referenced to all participating agencies and/or GPTC, and all references to the contractor shall refer to the party awarded any contract as a result of this procurement transaction.

SECTION 11.0 - APPLICABILITY OF THIRD PARTY CONTRACT CLAUSES

The following clauses will apply to all contracts resulting from this solicitation:

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

GPTC 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. 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.

2. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. 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 CFR Part 31, apply to its actions pertaining to this contract. 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.

b. 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.

c. 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.

3. ACCESS TO RECORDS AND REPORTS

The Vendor agrees to provide GPTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Vendor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Vendor access to Vendor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever and to copy excerpts and transcriptions as reasonably needed. The Vendor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Vendor agrees to maintain same until GPTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

4. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (14) dated October 2007) between GPTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. TERMINATION

For all contracts entered into by GPTC and any contractor or subcontractor for which the amount of costs shall be Ten Thousand Dollars (\$10,000) or more, any termination shall be in accordance with the provisions found in **49 U.S.C. Part 18, and FTA Circular 4220.1E**. These provisions shall apply to contracts at all tiers of the project.

Termination for Convenience (General Provision): GPTC 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 closeout costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to GPTC to be paid the contractor. If the contractor has any property in its possession belonging to GPTC, the contractor will account for the same, and dispose of it in the manner GPTC directs.

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, GPTC may terminate this contract for default. Termination shall be effected by the 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 GPTC 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, GPTC, after setting up a new delivery performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General provision): GPTC at its sole discretion may, in the case of a termination for breach or default, allow the contractor fourteen calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions.

If the contractor fails to remedy to GPTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within fourteen (14) working days after receipt by the contractor or written notice from GPTC setting forth the nature of the breach or default, GPTC shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude GPTC from also pursuing all available remedies against the contractor and its sureties for said breach or default.

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

Termination for Convenience (Professional or Transit Service Contracts): GPTC, 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, GPTC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Services): If the contractor fails to deliver supplies or fails to perform, the services in the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, GPTC may terminate this contract for default. GPTC 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, for services performed in accordance with the manner of 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 GPTC.

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, GPTC 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 GPTC's goods, the contractor shall, upon direction of GPTC, protect and preserve the goods until surrendered to GPTC or its agent. The contractor and GPTC shall agree on payment for the preservation and protection of goods. Failure to agree on 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 GPTC.

Termination for Default (Construction): If the contractor refuses or fails to prosecute the work or any separate 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 other provisions of this contract, GPTC may terminate this contract for default. GPTC shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. In this event GPTC 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 GPTC resulting from the contractor's refusal or failure to complete the work within the specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by GPTC 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 GPTC, acts of another contractor in the performance of a contract with GPTC, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. The contractor, within ten (10) days from the beginning of any delay, notified GPTC in writing of the causes of delay.

If, in the judgment of GPTC, the delay is excusable, the time for completing the work shall be extended. The judgment of GPTC shall be final and conclusive on the parties, but subject to

appeal under the dispute 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 GPTC.

Termination for Convenience or Default (Architect and Engineering): GPTC may terminate this contract in whole or in part, for its convenience or because of the failure of the contractor to fulfill the contract obligations. GPTC will 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 convenience of GPTC, 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, GPTC may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by GPTC. If after termination for failure to fulfill the 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 GPTC.

Termination for Convenience of Default (Cost Type Contractors): GPTC may terminate this contract, or any portion of it, by serving Notice of Termination on the contractor. The notice shall state whether the termination is for convenience of GPTC 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 GPTC, or property supplied to the contractor by GPTC. If termination is for default, GPTC 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 GPTC and the parties shall negotiate settlement to be paid the contractor. If the termination is for the convenience of GPTC, the contractor shall be paid its contract closeout 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, GPTC 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, GPTC, after setting up a work schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

6. DISADVANTAGED BUSINESS ENTERPRISE

The following assurances are included in all agreements between GPTC and the vendors to whom contracts are issued.

- a. Any and all financial assistance agreements signed by GPTC will include an assurance that GPTC will not discriminate on the basis of race, color, national origin, or gender in the award and performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR, Part 26 to ensure nondiscrimination in the

award and administration of DOT assisted contracts. GPTC's DBE program, as required by 49 CFR, Part 26, and as approved by USDOT, will be incorporated by reference in all applicable agreements.

b. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this agreement.

Each contract that GPTC signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) will include the following assurance: "The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or gender in the performance of this contract. The contractor shall carry out applicable requirements of **49 CFR, Part 26** in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as GPTC deems appropriate." Prompt Payment Mechanism, 49 CFR, Part 26.29 GPTC has established a mechanism for prompt payment of DBE subcontractors by prime contractors. Prime contractors are required to pay subcontractors within five days from the receipt of payment from GPTC. They are further required to return funds retained within thirty (30) days after the subcontractor's work is satisfactorily completed. Clauses requiring prompt payment have been included in all GPTC agreements with contractors. Prime contractors are required to include this language (clauses) in their contracts with subcontractors. Any delay or postponement of payment may only take place for good cause, with prior approval of GPTC. Where there are disputes, prime contractors and subcontractors will be required to use appropriate Alternative Dispute Resolution (ADR) mechanism to resolve payment disputes. GPTC will participate in the resolution if necessary. Failure to carry out prompt payment requirements will be considered a breach of contract with the following results:

- a. GPTC will not reimburse prime contractors for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
- b. GPTC will not award future contracts to prime contractors who refuse to pay promptly.

Financial Institutions, 49 CFR, Part 26.27 GPTC has thoroughly investigated its service area for banks and financial institutions owned and controlled by DBEs. The results of the investigation revealed that there are no such institutions within the City of Gary. However, GPTC encourages the prime contractors, subcontractors, and various vendors to search for and utilize services provided by financial institutions that are owned and/or controlled by DBEs, and requires all such parties to make good faith effort to do so. GPTC, in accordance with **Title VI of the Civil Rights Act of 1964, 778 §252, 42 U.S.C. 2000d to 2000 – 4, and Title 40, CFR, DOT, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the DOT** issued pursuant to such act, hereby notified all vendors that it will affirmatively insure that for any contract entered into pursuant to this advertisement; Minority Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminate against on the grounds of race, color, sex, age or national origin in the consideration of award. DBE is a small business concern and is a business of which at least 51% is owned and controlled by a Minority group member(s). The minority ownership must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. Small business concerns are 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 are those who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent resident) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities and individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

NOTE: Minority includes the following groups: African-American, Spanish American, Native-American, Asian, Pacific Islander, Alaskan Natives, and women.

- i. “Black Americans” which includes persons having origins in any of the Black racial groups of Africa.
- ii. “Hispanic Americans” which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture of origin, regardless of race.
- iii. “Native American” which include persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- iv. “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.
- v. “Asian Indian Americans” which includes persons whose origins are from India, Pakistan, and Bangladesh.

The contributions of capital, equipment, or expertise that has been made by the minority owners must be real, substantiated, and documented. It is the policy of GPTC that DBE vendors should participate to the greatest extent possible consistent with the laws of the State of Indiana in contracts awarded by GPTC. It is the policy of DOT that DBEs as defined in **49 CFR Part 23** and amended in **Section 106(c) of the Surface Transportation Assistance Act of 1987**, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of **49 CFR 23** and amended by **Section 106(c) of the Surface Transportation Assistance Act of 1987** apply to this agreement and is considered pertinent to any contract resulting from this solicitation. It is further the policy of GPTC to promote the development and increase the participation of business owned and controlled by the disadvantaged. DBE involvement in all phases of GPTC’s procurement activities are encouraged. Calendar year goals have been set in an attempt to match procurements with available disadvantaged businesses. GPTC’s goal for budgeted service contract, bus repair parts, and other materials and supplies for DBEs participation have been established at 4%. Contractors 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 part or in whole 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, age, religion, sex, national origin, or physical handicap I the award and performance of subcontracts.

DBE Obligation

GPTC will provide guidance and assistance as may be necessary to assist the contractor to ensure that DBEs, as defined in **49 CFR Part 23**, have the maximum opportunity participate in the performance of contractors and subcontractors financed in whole or in part by FTA funds. Contractors shall not discriminate on the basis of race, color, sex, age, or national origin in the award and performance of DOT assisted contracts. If a specific DBE goal is assigned to this contract, the goal will be clearly stated in the Scope of Work of this solicitation. If the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, GPTC may declare the contractor non-compliant and in breach of contract. If a goal is not stated in the Scope of Work, it will be understood that no specific DBE goal has been assigned this contract.

The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts financed in part or in whole with Federal Funds. All necessary steps will be taken to assure total and full compliance with the intent and the contents of **49 CFR Part 23** as amended. The contractor shall keep records and documents for a reasonable time following performance of this contract to indicate compliance with GPTC's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of GPTC and will submit them to GPTC upon request.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

GPTC and the Contractor agree that in compliance with **FTA Circular 4220.1F** certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions shall be included by reference. All contract provisions required by DOT, as set forth in **FTA Circular 4220.1F** are hereby incorporated by reference. Anything to 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 GPTC requests, which would cause GPTC to be in violation of the

8. ENERGY CONSERVATION REQUIREMENTS:

The Vendor 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.

9. ACCESSIBILITY

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

10. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (Davis-Bacon Prevailing Wage Chart [Select: Indiana, Lake County, Building]: <http://www.wdol.gov/dba.aspx>)

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the

construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination (Davis-Bacon Prevailing Wage Chart (Select: Indiana, Lake County, Building): <http://www.wdol.gov/dba.aspx>). The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage

rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The Gary Public Transportation Corporation 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Gary Public Transportation Corporation may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security

number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Gary Public Transportation Corporation for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11.CONTRACT WORK HOURS AND SAFETY STANDARDS

(1) 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 workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) 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 paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section 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 paragraphs (1) through (4) of this section.

SECTION 12.0 – PROTEST PROCEDURE

The “Bid Protest Procedure” detailed below is an integral part of the GPTC procurement policies. It is provided to ensure fairness to all prospective vendors desiring to compete for business from GPTC and to prepare a response to any solicitation in which GPTC specifies requirements for equipment, material, services, or goods.

Protest(s) will only be accepted by GPTC’s Purchasing Department from officers of a business whose direct economic interest would be affected by the award of a contract or the refusal to award a contract. The Director of Procurement will consider all such protests, whether submitted before or after the award of such a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Protest(s) submissions should be concise, logically arranged and state clearly the grounds for protest.

All protest must include the following minimal information:

1. Business Name, Protestor name, Business address, and Business phone number.
2. Identification of the solicitation in protest by number.
3. A detailed statement of the legal and/or functional ground under protest, including copies of the relevant documents.
4. A brief statement of the relief requested.

All protest documents that are received by GPTC shall be stamped with the date and time received and logged into a “Protest File”.

DEFINITIONS:

For purposes of the Protest Procedure, the following definitions apply:

1. Days refers to working days of the Federal Government.
2. File or submit refers to the date of receipt by GPTC or the FTA, as the case may be.
3. Interested Party means an actual or prospective bidder or offerer, whose direct economic interest would be affected by a reward of, or a refusal to award, a contract.
4. Bid includes the term “offer” as used in the context of negotiated procurements as well as the terms “Bid”, “Submission”, or other terms generally recognized to apply to a formal submission to a request by a business for selection of goods or services.

Protest Before An Award

Protest before an award must be submitted within the time frames specified for each of the two types of before award protest. The Director of Procurement shall notify and log as detailed above.

For those protest which are a protest against the allotted time for offer preparation, solicitation content, specification detail, or procedural protest, the time frame during which such protest shall be received shall be limited to three (3) days before the time/date given for the receipt of Offers (including the day of any bid opening or receipt as day three (3)). If such protests are not lodged within the specified time, the participants in the subject solicitation shall be deemed to have waived all rights to protest any procedural or specification item.

If after the submission of offers but before the formal award of a contract, any offerer or vendor feels the need to file a protest; such protest must be received within ten (10) days of the scheduled opening of the referenced response.

If “before award” protests are received within the specified time, the Director of Procurement shall request of each vendor submitting a response a certification of the extension of prices and waiver of time to preclude any requirements to re-solicit.

Where a written protest is received against the making of an award, the award shall not be made until five (5) days after the resolution of the protest, unless the Director of

Procurement determines that:

The item(s) being procured is critical to business; or

Deliverance or performance will be unduly delayed if there is a failure to award; or

Failure to make prompt award will otherwise cause undue harm to GPTC or the State or Federal government.

In the event a determination is made that the award is to be made during the five-day period, or during the pendency of a protest, the Director of Procurement shall furnish written notification to FTA of the intent to award prior to the award. FTA reserves the right to not participate in any such award.

If such an award is made, the files will contain full and adequate documentation as to the causes and points dictating such decision be made. All persons who are party to the solicitation shall be furnished duplicate copies of all pertinent information with confirmation of the award having been made.

Protest(s) After an Award

Protest against award must be filed with the Procurement Director of GPTC within five

(5) days immediately following the award. The protest will be accepted and logged and all parties shall be advised such a protest has been logged. If it appears likely that an award will need to be rescinded or an award invalidated and a delay in receipt of goods or services shall result that is not prejudicial to GPTC's interest, a negotiated agreement to suspend performance shall be sought on a no cost basis.

GPTC shall render through the Director of Procurement, a decision on the protest within fourteen (14) days after the receipt thereof. Notice of that decision will be furnished to all interested parties. If the decision rendered by GPTC is deemed to be adverse by the protestor, it may file a protest with the Federal Transportation Administration (FTA).

FTA will only review protests regarding the alleged failure of GPTC to have a written protest procedure or the alleged failure to follow such procedures.

Alleged violations on other grounds are under the jurisdiction of appropriate State or Federal courts, or local or federal regulatory agencies. Any protest involving other matters should be filed in agreement with the directions given in particular regulations.

See, e.g., Buy American Requirements, 49 CFR Part 661 (Section 661.15); participation by Minority Business Enterprise in Department of Transportation programs, 49 CFR, Section 23.73.

FTA's remedy for GPTC's failure to have a written protest procedure or failure to follow such procedure is limited to requiring GPTC to develop such procedures, if necessary, and to follow such procedures in reviewing the protest at issue, if GPTC desires FTA financial participation in the contract in question. In instances where GPTC has awarded to another vendor, or prior to FTA's decision on the protest, FTA may refuse to participate in funding the contract.

Protestors are required to file a protest with FTA not more than five (5) days after the rendering of a decision on the original protest by GPTC. In instances where the protestor alleges GPTC failed to make a final determination on the protest, protestors shall file a protest with the FTA not later than five (5) days after the protestor knew or should have known of GPTC's failure to make a final decision. GPTC shall not award a contract in the five (5) day period referenced except it be in accordance with the stipulations as detailed in paragraphs above. After five (5) days, GPTC shall verify with FTA that no protest is on file for the particular contract in question.

Protests filed with the FTA should be filed with the appropriate FTA Regional Office with a concurrent copy to GPTC.

Protest filed with the FTA shall:

1. Include the name and address of the protestor.
2. Identify GPTC, the project number (if applicable), and the number of the contractor solicitation.
3. Contain a statement of the grounds upon which the protest is filed. This should detail the alleged violation, failure, or oversight, and contain full supporting documentation.

4. Include copies of the local protests previously filed with GPTC and the copy of the decision regarding such protest rendered by GPTC.

FTA shall notify GPTC in a timely manner of the receipt of a protest. FTA shall instruct GPTC to notify the contractor of the protest if an award has been made or, if no award has been made, to notify all interested parties. GPTC shall instruct all who receive such notice that they may communicate further with FTA directly.

GPTC shall submit the following information to FTA not later than ten (10) days after receipt of notification of FTA of the protest.

1. A copy of the GPTC Protest Procedure
2. A description of the process followed concerning the protestor's protest; and
3. Any supporting documentation.

GPTC shall then supply copies of the submissions to FTA to the protestor.

The protestor may submit to the FTA any comments on GPTC's submission not later than ten (10) days after receipt of the GPTC submission by the protestor.

When a protest has been timely filed with GPTC before the award of a contract, GPTC shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless GPTC determines that:

1. The items procured are urgently needed; or
2. Delivery or performance will be unduly delayed by failure to make an award promptly; or
3. Failure to make an award will cause an undo hardship on GPTC, the State, or the Federal Government.

In the event GPTC determines that the award must be made in the five (5) day period, GPTC will notify FTA of that decision prior to making the award. FTA reserves the right to not participate in the funding of any contract awarded under protest pendency or during the five (5) day waiting period.

Upon receipt of the submission, FTA will either request further information or a conference among the parties, or will render a decision on the protest.

SECTION 13.0 – STANDARD PROVISIONS FOR CONTRACT

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to GPTC such as the following:

13.1 - REPORTING OF CONTRACTOR

13.1.1. - The Contractor is to report to the Director of Maintenance or his designees and will cooperate and confer with them as necessary to ensure satisfactory work progress.

13.1.2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

13.1.3 - All reports made in connection with these services are subject to review and final approval by the Director of Procurement.

13.1.4 - GPTC may review and inspect the Contractor's activities during the term of this contract.

13.1.5 - When applicable, the Contractor will submit a final, written report to GPTC General Manager regarding services performed.

13.1.6 - After reasonable notice to the Contractor, GPTC may review any of the Contractor's internal records, reports, or insurance policies.

13.2 - PERSONNEL

13.2.1 - The Contractor will provide the required services and will not subcontract or assign the services without GPTC's prior written approval.

13.2.2 - The Contractor will not hire any GPTC employee for any of the required services without GPTC's prior written approval.

13.2.3 - The parties agree that the Contractor is neither an employee nor an agent of the GPTC for any purpose.

13.3 - INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify GPTC, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of GPTC in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor.

13.4 - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, GPTC may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

13.5 - ASSIGNS & SUCCESSORS

This contract is binding on GPTC and the Contractor, their successors and assigns. Neither GPTC nor the Contractor shall assign or transfer its interest in this Contract without the prior written consent of the other.

13.6 - PAYROLL TAXES

The Contractor assumes responsibility for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect GPTC against such liability.

13.7 - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by GPTC and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

13.8 - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of the State of Indiana. The parties agree that the proper forum for litigation arising out of this contract is in Lake County, Indiana.

13.9 - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

SECTION 14.0 - AWARD

GPTC reserves the right to reject any and all quotes received as a result of this RFQ. If a quote is selected, it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which GPTC may consider. GPTC intends to award a bid fully on the basis of responses received from the RFQ; GPTC reserves the right to consider quotes for modifications at any time before a Purchase Order would be awarded, and negotiations would be undertaken with that contractor whose quote is deemed to best meet GPTC's specifications and needs. GPTC intends to award the bid based upon the response given on the Price Quote Form, Scope of Services and Quote Terms and Conditions.

Low Bidder:

Low Bidder will be based upon the response given on the total pricing and/or Sections 2.0 Scope of Work; 3.0 Documents Required With Quote Submission; 4.0 Pricing and 5.0 References.

Attachment A:

SIGNATURE SHEET

Signature

Company Name

Print Name

Company Address

Title

City, State Zip

Telephone #

Fax #

Federal Tax ID #

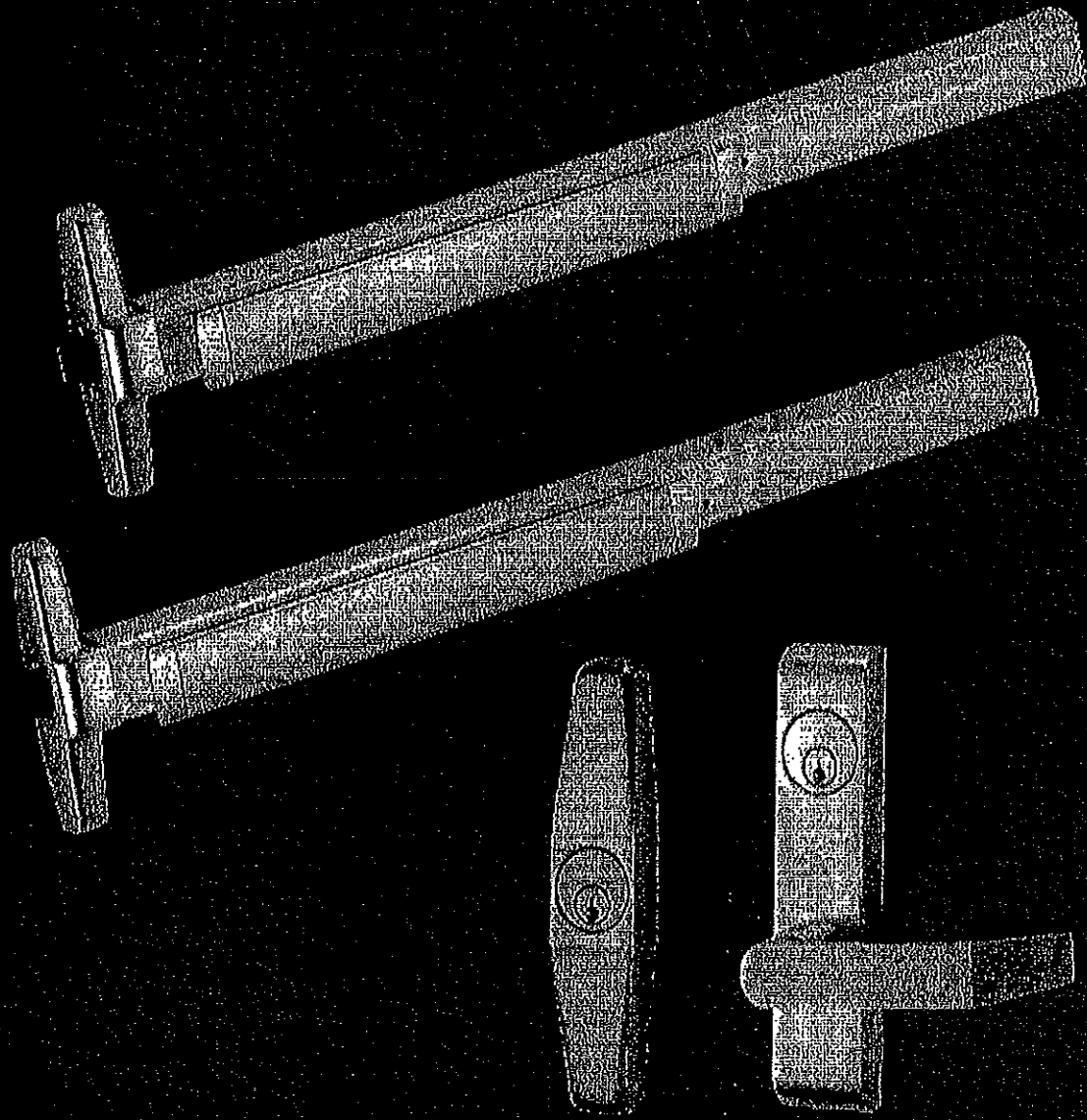
Email Address

The above individual is authorized to sign on behalf of company submitting quote.

ATTACHMENT B

VON DUPRIN®

33A/35A Series Exit Device



Security & Safety
Proven Source. Proven Solutions.™

VON DUPRIN. 33A/35A Exit Devices

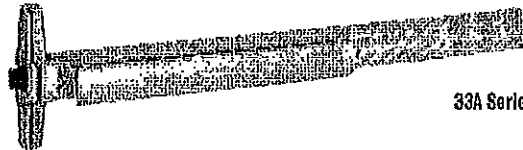
Introduction

The proper selection and application of exit hardware, in addition to safety, are major concerns to all responsible manufacturers. Exit devices are a critical part of a door opening or access system and will provide safe and reliable service when properly applied and maintained. It is the policy of Von Duprin to design and manufacture exit devices to a high standard of quality and reliability in accordance with accepted U.S. domestic and international standards. All 33A and 35A series exit devices are UL listed for Panic Exit or Fire Exit Hardware, and are tested in accordance to ANSI A156.3, 1994, Grade I.

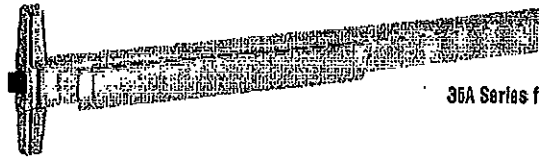
It is intended that the information included in this publication, when properly used, will provide clear and reliable guidelines to the proper general selection and application. However, the scope of the information is necessarily limited.

Unusual operating conditions and environments and other external influences can affect the proper application of the products represented. Modifications of these products will also affect UL listings. It is recommended that whenever an unusual application condition exists, or when any modification of a product is considered, that our engineers review the application.

Application engineering services are available to help ensure proper selection or to review any areas where users of Von Duprin products may have questions.



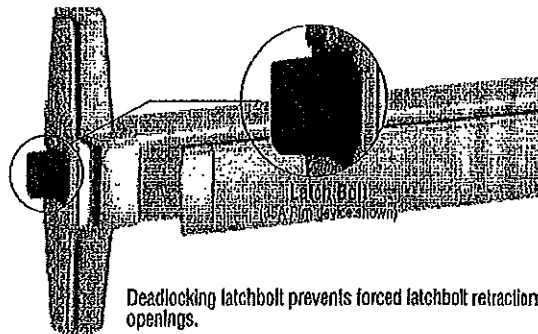
33A Series features grooved mechanism case.



35A Series features smooth mechanism case.

Von Duprin pushpad exit devices are available in two external surface styles, designated 33A series and 35A series. The two styles are mechanically and dimensionally identical and provide a wide selection of appearance options.

Deadlocking Latchbolt

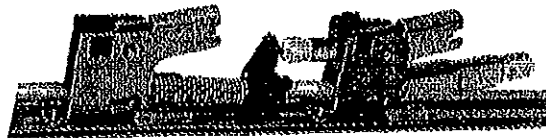


New!

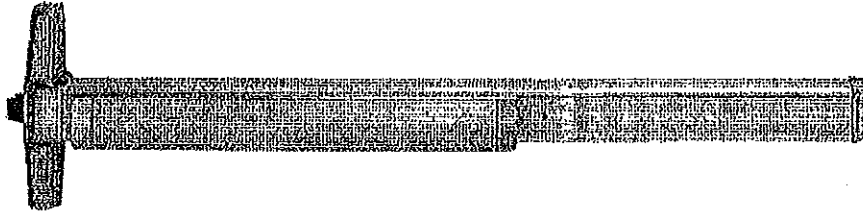
Deadlocking latchbolt prevents forced latchbolt retraction providing higher security for your openings.

The Quiet One®

A fluid dampener decelerates the pushpad on its return stroke and eliminates most noise associated with exit device operations. Furnished on all 33A/35A series exit devices.



VON DUPRIN® 33A/35A Rim Device



1439 Roller

33A and 35A for all types of single and double doors with mullion, UL listed for Panic Exit Hardware. Devices are ANSI A156.3 – 2001 Grade 1. The 35A has a smooth mechanism case and the 33A has grooved case. The rim device is non-handed except when the SS (Signal Switch) option is used. See opposite page for available outside trim and device functions.

33A/35A fits door stiles as narrow as 1 3/4" (44mm). Newly designed device has a one piece center case cover. The 33A/35A devices are available in the following finishes; US3, US4, US10, US26, US26D, US28, 313AN and 315AN. See inside cover for finish chips.

Specifications

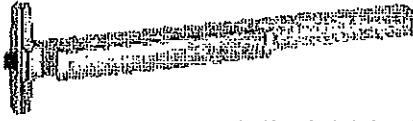
Device Lengths	3' 2'4" to 3' (711mm to 914 mm) Door Size 4' 2'10" to 4' (864 mm to 1219 mm) Door Size
Strikes	1439 – Dull Black Optional Strikes ~ see page 20
Dogging Feature	Hex key dogging standard
Dogging Options	CD Cylinder Dogging, see page 26 LD Less Dogging see page 26
Electric Options	LX Latchbolt Monitor Switch see page 22 RX Pushpad Monitor Switch see page 22 RX2 Double Pushpad Monitor Switch see page 22 SS Signal Switch see page 23 EL Electric Latch Retraction see page 23 ALK Alarm Exit Kit see page 22
Miscellaneous Options	PN Pneumatic Latch Retraction see page 26 GBK Glass Bead Kit see page 27
Fasteners & Sax Bolts (SNB)	Includes 1 3/4" (44mm) – 2 1/4" (57mm) Wood & Metal Doors #425 SNB furnished standard for end case #325 SNB furnished standard for EO (exit only device)
Latch Bolt	Deadlocking, 3/4" (19mm) throw
Device Centerline from Finished Floor	39 13/16" (1011 mm) 39 1/16" (1008 mm) with Mullion
Center Case Dimensions	8 3/16" x 2 13/16" x 1 3/16" (208mm x 62mm x 40mm)
Mechanism Case Dimensions	2 1/4" x 2 1/4" (57mm x 57mm)
Projection	Pushbar Neutral – 3 13/16" (97 mm) Pushbar Depressed – 3 1/16" (78 mm)

See page 31 for How to Order specification

VON DUPRIN. 33A/35A Options

Electrical Options

Electric Latch Retraction — EL



The EL feature allows for the remote unlatching of exit devices. A control station operator can flip a switch to retract the latch bolt and immediately change an exit door to push-pull operation. A powerful, continuous duty solenoid retracts the latch bolt, either for momentary unlatching, or for extended periods of time. The EL feature is an alternative to manual dogging. If manual hex-key dogging is required, specify HD-EL.

EL devices are also useful with automatic door operators, and may be applied to fire-rated applications when under the control of an automatic fire alarm system.

UL approved for Class II circuit applications.

The EL option does not include the power transfer from door to frame, the power supply, or the control operator. Refer to EPT-2 power transfer and the PS873 power supply.

The PS873 with the 871-2 option card is minimum option card required. Other option cards available for other functions, see PS873 power supply for additional information.

Solenoid Specifications:

Continuous Duty — 24 VDC

Current Inrush — 16 Amps

Current Holding — 0.3 Amps

To order, specify:

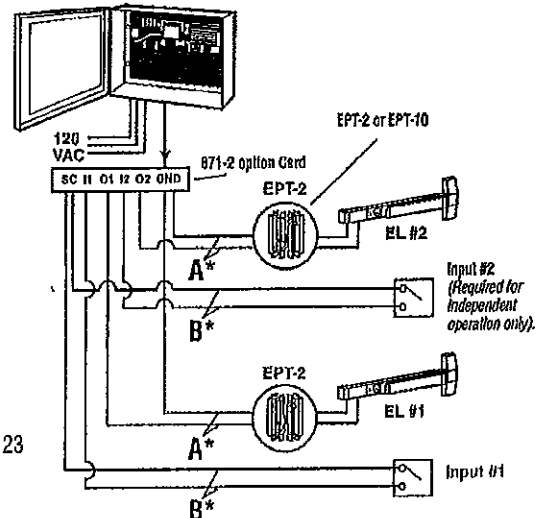
Standard — Use prefix EL, example EL33AL

Hex Key dogging — Use prefix HD-EL, example HD-EL33AL

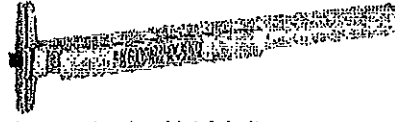
Popular EL Application

Power Supply PS873-2

Electric Power Transfer EPT-2 or EPT-10



Signal Switch — SS



Monitors pushpad and latch bolt

The SS feature is used to signal the unauthorized use of an opening. This device is equipped with two internal SPDT switches. One switch monitors both the pushpad and the latch bolt assembly, making the latch bolt tamper resistant, for positive security. An additional SPDT switch is connected to the 1 1/4" (32mm) mortise with straight cam for alarm "bypass." (Schlage cam reference B502-191). The device can be connected to a security console, or may be used as a single door alarm when used with a horn and power supply. A continuous current electric transfer must be used for transferring power from the frame to the door.

Pushpad reads:

"EMERGENCY EXIT ONLY — PUSH TO OPEN AND SOUND ALARM." Pushpad is only available in US32D finish with red silk-screened lettering.

To Order, Specify:

1. Prefix SS, example SS33AL.
2. Handling Required, LHR or RHR.

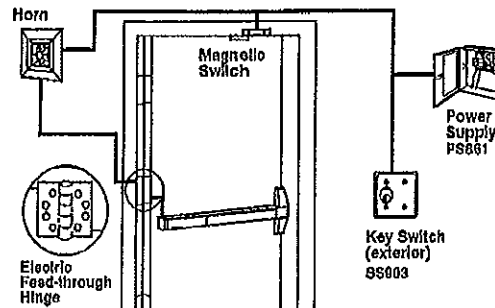
Electrical Ratings:

Up to 2.0 AMPS @ 24VDC

Popular SS Application

Unauthorized use of this opening will activate the local horn.

The key switch permits inhibiting this system for authorized entry.



EL Device Wire Selection Size

A*	Run Length	EL Device w/EPT or Door Loop
	0-100 ft.	14 gauge
	0-200 ft.	12 gauge
A*	Run Length	EL Device w/Electric Hinge/Pivot
	0-75 ft.	14 gauge
	0-150 ft.	12 gauge
B*	Wire Selection	Switch Wire Size
	1200 ft. Max.	18 gauge

AUTOMATIC OPERATOR ACTUATORS & ACCESSORIES

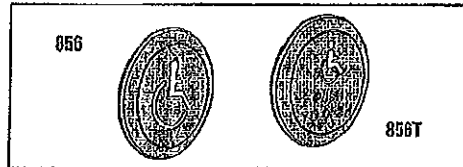
8310 Series 4 1/2" Surface and Flush mounts

The actuators and accessories on the following pages are to be used with LCN automatic operators. When using actuators supplied by others, such as card readers, consult the factory.

The desired function, traffic patterns and physical design of the opening will determine the type of actuators used. Generally, for two-way traffic, an actuator is required on both the interior and exterior side of the door. Each actuator is packaged with a decal to be applied to the controlled door. Scanners operate on 12V or 24V AC/DC and may be powered by the LCN electrohydraulic/electromechanical operators. The 7900 series control box requires separate power supply for scanners. Actuators provide normally open (N.O.) dry contacts.

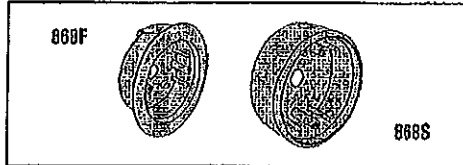
WALL MOUNTED ACTUATOR, 8310-856

Hardwired low voltage actuator with round, stainless steel touch plate in 4 1/2" (114mm) diameter. Engraved blue filled handicap symbol conforms to most accessibility codes. Designed to mount in a flush or surface mount box (sold separately) in/on a vertical surface near the controlled door. Optional mounting in single gang electrical box (by others). Heavy industrial grade components provide vandal resistant mounting and weather resistant switch standard.



WALL MOUNTED ACTUATOR, 8310-856T

Same as the 8310-856, with the added engraving of "Push to Open"



FLUSH MOUNT BOX, 8310-868F

Rugged Plastic Box, 4 1/2" Round, Optional accessory - Can be used w/ any 4 1/2" round actuator

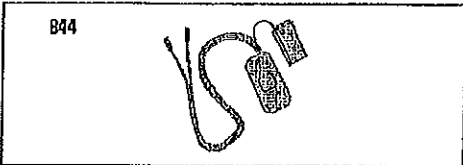


SURFACE MOUNT BOX, 8310-868S

Rugged Plastic Box, 4 1/2" Round, Optional accessory - Can be used w/ any 4 1/2" round actuator

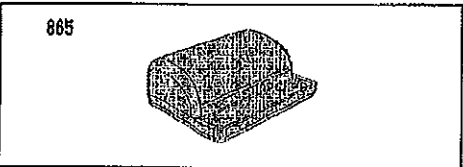
WEATHER RING, 8310-800

Plastic Weather Ring, 4 1/2" Round. Optional accessory - Can be used w/ any 4 1/2" round actuator



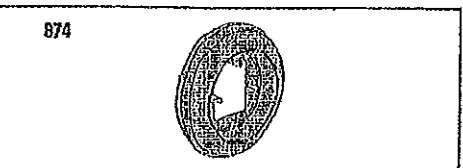
TRANSMITTER, 8310-844

Transmitter, Wireless, 1 Channel, 9v battery included. Use to convert standard wall mount actuator to wireless. Requires 8310-865 Receiver



RECEIVER, 8310-865

Receiver, Wireless, 1 Channel, w/Sequencing Feature. Used in conjunction w/ Wireless Actuators & Transmitter(s)

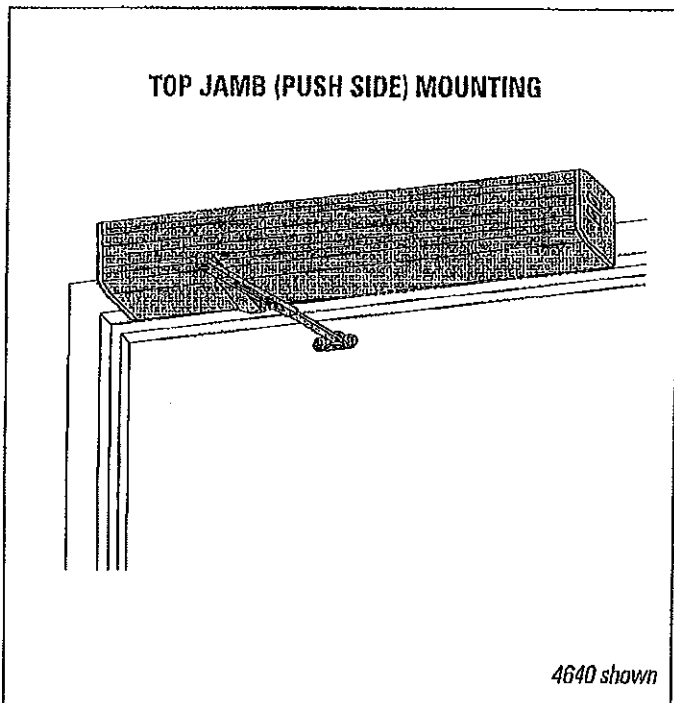


ESCUTCHEON, 8310-874

Tapered stainless steel escutcheon covers the gap between the wall and the back of the wall plate actuators when mounted in electrical boxes (by others) to minimize cart damage or vandalism. Optional accessory - Can be used w/ any 4 1/2" round actuator

LCN 4640 SERIES

FEATURES

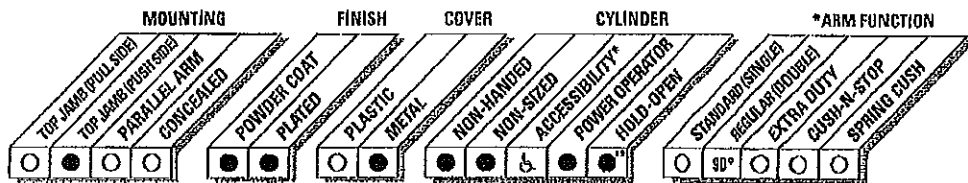


The 4640 AUTO EQUALIZER™ is LCN's SMART & RELIABLE electrically powered low-energy power operator. It provides easy access for people with disabilities, the elderly, or the frail. Designed primarily for manual opening applications that occasionally require automatic opening.

- ▶ Standard, top jamb (push side) mounted 4640 series closer shipped with regular arm, metal cover, and wood and machine screw pack. Actuators available separately, see pages 199-215.
- ▶ Meets ADA, requirements (power mode).
- ▶ Non-sized cylinders for interior doors to 4'6" and exterior doors to 3'6".
- ▶ Non-handed for either right or left swinging door.
- ▶ 4640 has easily accessible switches to provide on/off and continuous hold open functions. 4640CS provides concealed on/off power switch. Control module provides all timing and sequential door functions, electric strike controls and adjustments for opening speed and force.
- ▶ Standard or optional custom powder coated finish, end caps are black.
- ▶ Optional plated finish on cover, arm, and fasteners.

- ▶ NEW Digital Control Suite
- ▶ Utilizes a 10,000,000 Cycle Heavy Duty Door Closer
- ▶ On-Board Diagnostics
- ▶ On-Board Power Supply
- ▶ Factory-Default Memory
- ▶ Plug-and-Play Connections
- ▶ No Destruct Feature
- ▶ No Guard Rails or Safety Mats Required

The 4640 Series is UL and cUL listed with regular arm for self-closing doors and meets the provisions of ANSI Standards A117.1, A156.19, and the Americans with Disabilities Act.



- AVAILABLE
- NOT AVAILABLE
- ♿ Meets ADA requirements (power mode).
- * See individual series for maximum manual opening.
- ** Switch provided for continuous Hold-Open (4640 only).

LCN.

47

LCN CLOSERS
121 W. RAILROAD AVE.
P.O. BOX 100
PRINCETON, IL, USA 61366-0100

PHONE 800-526-2400
FAX 800-248-1460
www.lcn.ingersollrand.com
8/07