

TRANSPORTATION DISTRICT COMMISSION

OF HAMPTON ROADS

INVITATION FOR BID

SUBSTATION ELECTRICAL CIRCUIT BREAKERS

IFB #11-55787

ISSUE DATE: JAN 6, 2011

BIDS JAN 26, 2011



3400 Victoria Boulevard, Hampton, Virginia 23661
Phone: 757-222-6000 ~ Southside Fax: 757-222-6103
Peninsula Fax: 757-222-6195 ~ www.hrtransit.org

Invitation for Bid #11-55787

Synopsis:

Description of work:	Provide and deliver Substation Electrical Circuit Breakers in accordance with published SOW
Solicitation type:	Invitation for Bid
Contract type:	Firm-fixed price
Basis of award:	Lowest Bid from a Responsive Bidder
Anticipated award date:	January 27, 2011
Performance period:	July 22, 2011, or sooner
Bid Opening:	January 25, 2011, 2:00 p.m., local time at 1500 Monticello Ave., Norfolk, VA 23510

All information regarding this solicitation will be posted on the HRT website, at <http://www.gohrt.com/abouthrt/procurement/solicitations.html>. Questions should be addressed to Charles Bashay, Senior Contracting Officer, at 757-222-6008, or cbashay@hrtransit.org.

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SOLICITATION, OFFER AND AWARD

CONTRACT NO. 11-55787	SOLICITATION NO. <input checked="" type="checkbox"/> SEALED BIDDING <input type="checkbox"/> NEGOTIATED	DATE ISSUED Jan 6, 2011	Hampton Roads Transit 3400 Victoria Boulevard Hampton, Virginia 23661
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The terms "bidder" and "offeror" are used interchangeably depending on the type of solicitation.

SOLICITATION INFORMATION

Sealed offer in **1 Original and (See Bid Proposal Instructions) 3 copies** for furnishing the supplies or services in the Schedule will be received at the Commission until **2:00 P.M. local time, January 26, 2011**

All offers are subject to the following:

1. Solicitation Instructions, Schedule, Special, and General Provisions, included herein.
2. Solicitation amendments.
3. Such other provisions, representations, certifications, specifications, and documents as are attached or incorporated herein by reference.

SCHEDULE (To be completed by Offeror)					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
	This Section Not Used			Schedule at	See Price APPENDIX B

OFFEROR (To be completed by Offeror)	
Name Address Phone Fax Email This is a binding offer subject to the terms and conditions contained herein and represents the bidder's full compliance and intent to stay in compliance with the certifications and assurances herein.	Name and Title of Person Authorized to Sign Offer (Print or Type) <hr/> Signature Offer Date

AWARD (To be completed by Contracting Officer)				
ACCEPTANCE AND AWARD ARE HEREBY MADE FOR THE FOLLOWING ITEM(S):				
ITEM NO.	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT

The total amount of this award is \$ _____.

Name of Contracting Officer and Organization	Signature	Award Date
----------------------------------------------	-----------	------------

ACKNOWLEDGEMENT OF AMENDMENTS

Solicitation No. 11-55787

Title: Substation Electrical Circuit Breakers

The undersigned, as part of submission of an offer for the above solicitation, hereby acknowledges receipt of the following amendments and certifies that the offer has been prepared in accordance with their provisions:

AMENDMENT NO.	DATE	TITLE/SUBJECT

ACKNOWLEDGED BY: _____
(SIGNATURE)

SIGNER'S NAME: _____ TITLE: _____

FIRM NAME: _____ DATE: _____

PART 1—GENERAL

1.1 SCOPE OF WORK

This section describes requirements to furnish and deliver all substation component electrical circuit breakers, specified, herein. The requirements include delivery of all circuit breaker equipment complete, operational, and prepared for installation into substation buildings.

1.2 GENERAL REQUIREMENTS

A. Unless otherwise specified, equipment furnished under this section shall be fabricated and delivered in compliance with the instructions of the manufacturer that shall ensure that all equipment and materials comply with the IFB specification.

B. The contractor is solely responsible for construction means, methods, techniques, sequences and procedures and for safety precautions and programs. The contractor shall provide all labor, equipment and material required to provide complete and functional electrical circuit breakers.

C. To avoid delays in delivery, the Contractor shall ensure that all components of the circuit breakers are available at the time of manufacture.

1.3 STANDARDS

A. The manufacture and delivery of substation electrical circuit breakers described in this section shall adhere to the following standards and regulatory requirements:

1. Applicable NEC and ANSI Codes
2. Applicable state and local regulations and ordinances

A. In case of differences between electrical codes, state laws, local ordinances, and contract documents, the most stringent shall govern.

B. The codes and standards listed in the specification are the latest as of this publication. Codes and standards are continuously updated. The Contractor shall confirm the manufacture standard edition enforced by the authority having jurisdiction.

1.4 SUBMITTALS

The Contractor shall provide one (1) set of drawings for each type of electrical circuit breaker bid.

1. Shop drawings of electrical circuit breaker by the building manufacturer.

2. Assembly and installation drawings.

B. The Contractor shall provide product data sheets and descriptive material for components provided.

C. In addition to the required solicitation documents (Paragraph. 4, Preparation of Bids, the Contractor shall provide one (1) set of specifications and drawings of their proposed component for approval to be validated as an approved equal in accordance with paragraph D.

D. APPROVED EQUALS

Unless otherwise stated, all product names contained in the specification are for guidance purposes and do not prohibit or discourage bidders from offering equivalent products capable of performing the same functions in compliance with other requirements of the specifications. Requests for approval of equivalent products must be submitted to the contracting officer not later than the earlier of (1) the last date specified for submittal of questions, or (2) seven calendar days before the date of the bid opening. HRT will review requests for approval received within the above time limits and publish the results as responses to questions or amendments to the solicitation in accordance with the procedures set forth in this IFB. Requests must include all information necessary for a proper evaluation; the evaluation will be made solely on the basis of a vendor's submission. There shall be no presentations or demonstrations. HRT reserves the right to reject any request based upon its determination of non-equivalency or unsuitability, or if time constraints prevent an adequate determination of equivalency.

1.5 GUARANTEES, WARRANTIES AND INSURANCE

A. The Contractor shall provide the following insurance [see General Provisions]

B. The Contractor shall provide the following guarantees/warranties [see General Provisions]

PART 2— EXISTING CIRCUIT BREAKER SPECIFICATIONS (SEE APPENDIX - A)

3.0 Delivery:

- 3.1 Deliveries shall be made between the hours of 8:30 a.m. and 2:00 p.m., Monday through Friday, unless otherwise notified. Deliveries shall be F.O.B. delivered and made to the following address as specified on the contract purchase order:

Hampton Roads Transit Commission
Light Rail M.O.W. and Storeroom Facility
3404 Mangrove Avenue
Norfolk, VA 23502

INSTRUCTIONS TO BIDDERS

1. Definitions

- a. The term "solicitation" means this "Invitation for Bid"(IFB).
- b. The term "offer" means "sealed bid", the term "offeror" means "bidder".

2. Cautions to Offerors

- a. Offerors are expected to examine the drawings, specifications, site conditions, schedule, and all instructions. Failure to do so will be at the offeror's risk. Notwithstanding the provision of statements of work, drawings, technical specifications, or other data by the Commission, the contractor shall have the responsibility of supplying all services, materials, and details required to perform the work even though such details may not be specifically mentioned. Any request, condition, exception, reservation, understanding, or other deviation by Contractor not separately stated as required by solicitation instructions shall be invalid and shall not be binding on the Commission.
- b. Time, as stated herein, is calendar days, unless otherwise specified.
- c. Unit price for each unit offered shall be shown and such price shall include all labor and material required to provide the identified item unless otherwise specified. In case of a discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- d. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation. Any request for an approved equal must be submitted in writing by the time specified herein. No approval equal will be accepted unless confirmed in writing by the omission prior to the bid opening.

3. Communications with the Commission

All communication in regard to any aspect of this solicitation shall be with the Contracting Officer, not with any members of the Commission, or its employees and consultants, in regard to any aspect of this solicitation. Violation of this provision may result in the rejection of a proposal or cancellation of the solicitation. In the latter event, the offending party will not be permitted to participate in any resolicitation as a prime or as a subcontractor.

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation drawings, specifications, etc., shall be requested in writing. Oral explanations or instructions given before the award of the contract shall not be binding. Material information and/or changes concerning a solicitation will be furnished promptly to all prospective bidders as an amendment of the solicitation.

4. Preparation of Bids

Bids shall be submitted in a sealed envelope, identified on the outside of the package with the name of the bidding firm, the number and title of the solicitation. The bid submittal shall include the following:

- a. Completed and executed Solicitation, Offer and Award form – (Offeror portion signed & dated)
- b. Completed and executed Acknowledgement of Amendments form
- c. Completed and executed Representations and Certifications
- d. Completed Pre-Award Data form
- e. Completed Pricing Schedule – APPENDIX B
- f. All other documents required by the Solicitation to be submitted with the bid

5. Responsiveness and Responsibility

A responsive bid is one that complies with all material requirements of the solicitation, and which provides an offer which may be accepted by the Commission with discussions or clarifications. A responsive bid cannot contain any exceptions to the terms of the solicitation, whether technical or contractual. If a bidder desires modifications to the solicitation, they must be requested in writing not less than seven (7) working days before the date scheduled for opening of bids.

A responsible bidder is one who is fully capable of fully performing the contract and who possesses the technical, financial, and personnel resources to do so. A responsibility evaluation will also consider the reputation and industry standing of the firm, including its performance on previous or current projects for the Commission or others.

6. Basis of Award

This is a sealed bid procurement. Award will be made to the responsive bid from a responsible bidder offering to perform the work required for the lowest price. The price of the work, except for modifications to the scope and specification during the performance of the contract, is fixed at the time of the bid opening.

7. Submission of Bids

Sealed Bids shall be enclosed in sealed envelopes and addressed as specified below. Electronic offers will not be considered; however, offers may be modified or withdrawn by written or electronic notice, provided such notice is received prior to the hour and date specified for receipt.

Bids must be received by HRT no later than 2:00 p.m. local time on January 26, 2011, addressed to:

Hampton Roads Transit (Attn: Charles Bashay)
To be Opened by Contracting Officer Only
Solicitation IFB #11-55787
1500 Monticello Avenue
Norfolk, VA 23510

Note: The U.S. Postal Service does not deliver to the above address; however, commercial express delivery services do.

8. Late Submissions, Modifications, and Withdrawals of Offers

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the HRT office designated in the IFB by the time specified herein. If no time is specified in the IFB, the time for receipt is 2:00 p.m., local time, on the date that bids are due.

(b) (1) Any bid, modification, or withdrawal received at the designated HRT office after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and-

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to HRT infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the designated HRT office and was under HRT's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to HRT will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at HRT installation includes the date/time stamp of the installation on the bid wrapper, other documentary evidence of receipt maintained by HRT or a commercial delivery service which delivers the bid, or oral testimony or statements of HRT personnel.

(d) If an emergency or unanticipated event interrupts normal HRT process so that the bids cannot be received at the designated HRT office by the exact time specified in the IFB and either the nature of the emergency or urgent HRT requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorized facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

9. Minimum Proposal Acceptance Period:

The Commission requires a minimum acceptance period of 90 calendar days to make award.

10. Single Bid

In the event that the Commission receives only one responsive bid, the Commission may require that the bidder submit detailed cost and price information, in order to determine the reasonableness of the price bid. By submitting a bid, the bidder agrees to provide this information under the circumstances set for in this section.

11. Multiple Bids

Unless specifically authorized in this document or an amendment hereto, no bidder may submit more than one bid, or alternative bids, in response to this solicitation. In the event any bidder submits more than one bid, all such bids shall be disqualified. The term "bidder" for purposes of this provision shall include any firm or entity related by common ownership to a bidder.

12. Commission Rights

The Commission expressly reserves the right to cancel this solicitation at any time before or after receipt of bids, and to reject any and all bids failing to meet the requirements of this solicitation. The Commission shall not compensate any bidder for its costs in responding to this solicitation. The Commission expressly reserves the right to waive any minor informalities or irregularities in bids, which do not materially affect the bid and which do not prejudice other bidders.

If there is any evidence that two or more bidders are in collusion to restrict competition, or are otherwise engaged in anti-competitive practices, the bids of such firms shall be rejected, and such evidence may be grounds for disqualifying such firms from participation in future Commission procurements.

13. Notice of Protest Policy

Commission policy and procedure for the administrative resolution of protests is set forth in Chapter 13 of the Procurement Procedures Manual (PPM). The PPM contains strict rules for filing a timely protest, for responding to a notice that a protest has been filed, and other procedural matters. The contracting officer can furnish a copy of Chapter 13 upon request. The commission has, in Chapter 13, defined matters which may be protested, the form of protest, and the time limits for submitting protests during different stages of the procurement process. Federal Transit Administration (FTA) Circular 4220.1F addresses protests of solicitations utilizing Federal funds. FTA will only review protests regarding the alleged failure of the grantee to have a written protest procedure or failure to follow such procedure, or protests alleging a violation of Federal law or regulation. FTA will not consider a protest until the protestor has exhausted its local administrative remedies.

14. Bid Security – Not used for this procurement

15. Pre-Award Information

The Contracting Officer may conduct a pre-award survey to determine if the offeror eligible

for award is responsible both financially and technically and has the capability to perform the work.

16. Restriction on Disclosure and Use of Data

The Commission is subject to the Virginia Freedom of Information Act (Code of Virginia, 2.2-3700 et seq.). to the extent permitted by that Act, the commission shall provide all reasonable precautions to ensure that information properly identified by an offeror as proprietary is held confidential within the review process. Bidders shall attach to each page containing any proprietary data thereof the following legend:

This page contains data which is proprietary to the offeror or confidential business information not subject to disclosure under the Virginia Public Records Act, the Commission's policies, or the terms of this solicitation. It is therefore not to be disclosed inside or outside the Commission, be duplicated, or used in whole or in part, for any purpose other than to evaluate this offer; provided that, if a contract is entered into on the basis of this offer, the Commission shall have the right to duplicate, use, and disclose this data as part of the contract document or as required for performance of the contract.

Identification of such proprietary information must be specific. Any general identification of the document as a whole, or of pages which patently do not contain proprietary information, shall render the entire document non-confidential. In a sealed bid, the contents of the bid itself, including pricing and other documentation required at the time of bid submittal are open to the public. However some information requested as part of a responsibility review may be so considered.

17. Organizational Conflict Of Interest

Unless specifically exempted from the conditions of this provision by the Contracting Officer, any HRT contractor, subcontractor, subsidiary, or other entity which is legally related which develops or drafts specifications, requirements, statements of work, invitations for bids, or otherwise is in a position to influence the nature, scope or conditions of a subsequent Commission solicitation or contract, shall be excluded from competing under such solicitation or receiving such contract. If a bidder is uncertain whether or not a conflict exists, it should promptly contact the Contract Administrator for a determination. Such inquiries and responses will not be published to other potential bidders

18. Questions

Questions regarding this solicitation shall be received until **January 13, 2011, 4:00 p.m.** Questions should be addressed to Charles Bashay, Senior Contracting Officer, at 757-222-6008, or cbashay@hrtransit.org.

REPRESENTATIONS AND CERTIFICATIONS

The Contractor submitted the following Representations and Certifications, as part of its Bid Proposal. Compliance with them shall be a continuing obligation of the Contractor throughout the term of this Contract.

A. REPRESENTATIONS (Check or complete all applicable boxes or blocks)

The offeror, _____, represents each of the following.

1. TYPE OF BUSINESS ORGANIZATION

It operates as an individual, a partnership created under the laws of the State of _____, a nonprofit organization, or a corporation, incorporated under the laws of the State of _____.

2. DISADVANTAGED BUSINESS ENTERPRISE

It is , is not, a disadvantaged business enterprise.

Woman-owned
Black American
Hispanic American
Native American
Asian-Pacific American
Asian-Indian American
Other minority per Section 8 (a)

"Disadvantaged Business Enterprise" means a small business concern (as defined by 49 CFR Part 26 as amended) (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it.

"Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) who are Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans 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.

3. AFFILIATION AND IDENTIFYING DATA

Each offeror shall complete (a), (b) if applicable, (c) and (d) below:

a. It is, is not owned or controlled by a parent company. For this purpose, a parent company is defined as one which either owns or controls the activities and basic business policies of the proposer. To own another

company means the parent company must own at least a majority, i.e., more than 50 percent, of the voting rights in that company.

To control another company, such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the proposer, such other company is considered the parent of the proposer. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements or otherwise.

b. If the offeror is owned or controlled by a parent company, it shall insert in the space below the name and main office address of the parent company:

Name of Parent Company

Main Office Address (including ZIP Code)

c. The offeror shall provide in the applicable space below its Employer's Identification Number (E.I. No.), i.e., Federal Social Security Identification Number used on Federal Tax Returns; if it has a parent company, it shall also provide the E.I. No. of its parent company.

Offeror's E.I. Number:

Parent Company's E.I. Number: _____

d. With respect to the Data Universal Numbering Systems (DUNS), the following applies.

1) The offeror shall insert the DUNS number applicable to the offeror's address:

DUNS Number _____

2) If a DUNS number has not been established for the address indicated in paragraph (d) 1) of this provision, the Authority will arrange for the assignment of this number after award of a contract and will notify the Contractor accordingly.

e. If you are registered in the U.S. Central Contractor Registration System:

Name under which you are registered _____

Date of registration: _____

4. NONDISCRIMINATION

- a. It has, has not, participated in a previous contract or subcontract subject to either the Equal Opportunity Clause of this solicitation, or the clause originally contained in Section 310 of Executive Order Number 10925, or the clause contained in Section 201 of Executive Order Number 11114;
- b. It has, has not, filed all required compliance reports; and
- c. Representations indicating submittal of required compliance reports signed by proposed subcontractors will be obtained prior to subcontract awards.
- d. The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.

5. AFFIRMATIVE ACTION COMPLIANCE

- a. It has a workforce of _____ employees.
- b. It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or
- c. It has not previously had contracts subject to the written affirmative action program requirements of the rules and regulations of the Secretary of Labor.

B. CERTIFICATIONS (Check or complete all applicable blocks)

By signing and dating this offer, each offeror certifies each of the following.

1. DEBARRED OR INELIGIBLE CONTRACTORS

This contract is a covered transaction (valued at \$25,000 or more, or a contract or subcontract for federally-required auditing services) for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its offer, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Transportation District Commission of Hampton Roads (HRT). If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to remedies available to HRT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. CLEAN AIR AND WATER [Applicable if the offer exceeds \$100,000, or the Contracting Officer believes that orders under an indefinite contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 7413(c)(1) or the Water Act (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (EPA) as a violating facility, and the acquisition is not otherwise exempt.]

- a. Any facility to be utilized in the performance of this proposed contract [] is, or [] is not listed on the EPA list of Violating Facilities;
- b. It will immediately notify the Contracting Officer, before award, of the receipt of any communications from the Administrator, or a designee of the EPA, indicating that any facility which it proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- c. It will include a certification substantially the same as this certification, including this paragraph (c), in every non-exempt subcontract.

3. CERTIFICATION OF NONSEGREGATED FACILITIES

- a. It does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.
- b. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.
- c. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit

directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise.

d. It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain such certifications in its files; and

(3) Forward the following notice to such subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirements
for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted prior to award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

4. COVENANT AGAINST GRATUITIES

Neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any commissioner, officer or employee of the Commission with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

5. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

6. CERTIFICATE OF CURRENT COST OR PRICING DATA

By submission of a bid or offer, bidder certifies that throughout performance of the resulting contract and any modifications and extensions, all costs and pricing are in accordance with federal cost principles as shown in OMB Circular A-87. This Part controls the determination of allowable costs and reasonable profit.

7. BUY AMERICA CERTIFICATION (Applicable over \$100,000)

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 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.

An offeror must submit to the FTA recipient (HRT) the appropriate Buy America certification (below) with all offers on FTA-funded contracts, except those subject to a general waiver. Offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive; however in a negotiated procurement a certification may be amended and resubmitted with the final offer accepted by HRT. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

PRE-AWARD EVALUATION DATA

Submission of a bid or proposal for the supplies and/or services prescribed herein certifies to the accuracy of all information.

IFB/RFP NO. _____

IFB/RFP TITLE: _____

1. Company Name: _____
2. Date Organized: _____ State Incorporated: _____
3. Type of Firm: Individual Partnership Corporation Joint Venture
4. Dun and Bradstreet Number: _____
5. How long has your firm been in business under its present name? _____
6. Attach names of officers or partners.
7. Attach list of similar contracts held. Include customer point of contact and phone. (Disregard if this information is contained elsewhere within the proposal.)
8. Attach financial statements (most recent fiscal year) and letters from banks regarding credit. Provide whatever documents appropriate to verify financial responsibility and capability to properly perform this contract.
9. In the last two years have you or your proposed subcontractors ever been denied award where you were low bidder/offeror? If yes, attach explanation.
10. Have you or your proposed subcontractors ever failed to complete, in the last two years, any contract on which you were the successful bidder/offeror? If yes, attach explanation.
11. What percentage of work (contract amount) do you intend performing with your own personnel? _____%.
12. Attach a list of principal subcontractors, principal items of work, and the percentage (or dollar amount) each will perform. (Disregard if this information is contained elsewhere within the proposal.)
13. Do you certify that your firm is in compliance with federal tax, labor and employment, environmental, antitrust, and consumer protection laws? If unable to so certify, explain.

SPECIAL PROVISIONS

1. TYPE OF CONTRACT

This is a firm-fixed price contract. The bid amount shall be full and complete compensation to the Contractor for all equipment specified hereunder, except as may be modified by Change Order.

2. PAYMENT

Payment in full shall be made by the Commission upon receipt of a properly submitted and complete invoice following the testing and acceptance of a delivered traction sand order.

3. OPTIONS

None.

4. DELIVERY LOCATION

Deliveries shall be F.O.B. delivered and made to the following address as specified in the contract Scope of Work:

Hampton Roads Transit Commission
Light Rail M.O.W. and Storeroom Facility
3404 Mangrove Avenue
Norfolk, VA 23502

4. SUPPORTING DOCUMENTATION:

The bidder(s) shall submit with their bid the following information:

- a. Drawings -
- b. Written copy of Circuit Breaker Specification
- c. Brochures / literature that describes features of equipment

GENERAL PROVISIONS

1. DEFINITIONS

- a. The terms Commission, Hampton Roads Transit, or HRT mean Transportation District Commission of Hampton Roads, operating as Hampton Roads Transit.
- b. The term Contracting Officer means the person executing this contract on behalf of the Commission, and his or her successor, and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his Commission.
- c. Except as otherwise provided in this contract, the term subcontracts includes all order for goods and services placed by the Contractor hereunder, whether by subcontract, purchase order, or otherwise.
- d. Wherever in the scope of the work the words directed, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, order, designation, or prescription of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory, or words of like import shall mean approved by, or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.

2. CHANGES

- a. The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract.
- b. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- c. The Contractor must assert its right to an adjustment under this article within three days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment of the contract.
- d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- e. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this article shall excuse the Contractor from proceeding with the contract as changed

3. PAYMENT

- a. Mail original and one copy of all invoices to Accounts Payable, 3400 Victoria Blvd, Hampton, VA 23661.
- b. Payment will only be made after receipt of a proper invoice. A proper invoice includes the purchase order/contract number, date of invoice, dates of delivery of item/service, a description of the item/service delivered, sizes, quantities, unit prices, and extended totals, and the name of the HRT employee that placed the order. Contractor shall also provide a "Certificate of Disbursement of Payment to Subcontractors" with each application for payment. This form is provided in Appendix A.
- c. For those contracts which exceed \$100,000 and to which the DBE program applies (see Appendix A), the failure to perform in accordance with the program may result in partial or full suspension of payment and/or progress payments. In compliance with the DBE program, contractor shall make payment to DBE subcontractors within 10 days of receiving payment from the Commission. Any retainage held at the completion of a DBE subcontractor's work, such retainage shall be returned to the DBE within 30 days of the completion.
- d. Contractor shall, within thirty days of receipt of payment from Commission, make payment to suppliers/subcontractors for work performed or notify Commission of intention and reason to withhold payment.

4. POLICIES FOR ALL TIERS

The Contractor shall ensure appropriate flow-down of applicable contract provisions to appropriate subcontracts of every tier.

5. MILESTONES/SUBMITTALS

Upon project manager request, a milestone plan may be due 10 days after award showing all phases of the contract with items such as subcontract work, materials, reports, training, etc.

6. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and extent of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so shall not relieve the Contractor from responsibility for successfully performing work without additional expense to the Commission. The Commission assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations are expressly stated in the contract.

7. GENERAL INSURANCE REQUIREMENTS

a. The Contractor shall procure and maintain, at his own cost and expense, during the entire period of the performance under this contract, the following types of insurance:

(1) **WORKER’S COMPENSATION:** A policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to any of the Contractor or subcontractor personnel with the U. S. Longshoremen’s and Harbor Workers’ Act, Jones Act, Admiralty Laws or the Federal Employers’ Liability Act, the Contractor will provide coverage for these requirements and waive subrogation rights.

Worker’s Compensation:	STATUTORY
Employer’s Liability - Each Accident:	\$1,000,000
Disease Policy Limits:	\$1,000,000
Disease - Each Employee:	\$1,000,000

(2) **AUTOMOBILE INSURANCE:**

The Contractor and any Subcontractor shall provide a valid Certificate of Insurance listing the insurance coverage maintained. The Automobile Insurance maintained by the Contractor and any Subcontractor shall include, at a minimum, the following coverage:

Owned, Hired & Non Owned Automobiles

The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence	\$1,000,000
Property Damage per occurrence	\$1,000,000
or	
Combined Single Limit per occurrence	\$2,000,000

If the insurance contract has a Limit of Liability Aggregate, the minimum Aggregate level shall be \$3,000,000 per policy year.

(3) **COMMERCIAL / COMPREHENSIVE GENERAL LIABILITY:**

The Selected Contractor and any Subcontractor shall provide a valid Certificate of Insurance listing the insurance coverage maintained. The liability insurance maintained by the Selected Contractor and any Subcontractor shall include, at a minimum, the following coverage;

- Premises - Operations
- Products - Completed Operations
- Contractual – This contract

The minimum Limit of Liability shall be:	
Bodily Injury (per person / occurrence)	\$1,000,000
Property Damage (per occurrence)	\$1,000,000
Or	
Combined Single Limit per Occurrence	\$2,000,000

If the insurance contract has a Limit of Liability Aggregate, the minimum Aggregate level shall be \$3,000,000 per policy year.

The Selected Contractor and any Subcontractor shall name the following as an Additional Insured:

The Commission shall be included as an additional insured under the coverage for Commercial General Liability insurance with respect to all activities under this contract and shall provide a copy to the contracting officer.

(3) **COMMERCIAL / COMPREHENSIVE GENERAL LIABILITY:**

b. SPECIAL PROVISIONS OF INSURANCE FURNISHED BY CONTRACTOR

- (1) The Contractor shall forward to the Contracting Officer for approval a certificate, or certificates, issued by the insurer(s), of the insurance required under the foregoing provisions, including special endorsements. Such certificate(s) shall be in a form satisfactory to the Commission and shall list the various coverage and limits. Insurance companies providing the coverage must be acceptable to Commission; rated by A.M. Best and carry at least an "A" rating. In addition to any provisions herein before required, a provision of such insurance policies shall be that the policies shall not be changed or canceled, and they will be automatically renewed upon expiration and continued in full force and effect until final acceptance by the Commission of all work covered by the contract, unless the Commission is given thirty (30) days written notice before any change or cancellation is made effective. The Contractor shall promptly furnish the Contracting Officer with a certified copy of each insurance policy upon request.
- (2) All insurance shall be procured from insurance or indemnity companies acceptable to the Commission/Jurisdiction and licensed and authorized to do business in Commonwealth of Virginia. Commission/Jurisdiction approval or failure to disapprove insurance furnished by the Contractor shall not release the Contractor of full responsibility for liability for damage and accidents.
- (3) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein, the Contracting Officer may terminate this contract for Default or obtain insurance coverage equal to that required herein, the full cost of which shall be charged to the Contractor and deducted from any payments due the Contractor.
- (4) Any contract of insurance or indemnification naming the Commission, the United States of America or any of its departments, agencies, administrators or authorities, as an insured, shall

be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the Commission or the United States of America, et al., are not liable in tort by virtue of the fact of being governmental instrumentalities or public or quasi-public bodies.

8. NONDISCRIMINATION UNDER FEDERAL GRANTS

No otherwise qualified handicapped individual in the United States, as defined in Section 7(6), shall solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. AUTHORITY OF PROJECT MANAGER

a. The work will be conducted under the general direction of the Contracting Officer. The project manager may take the following actions:

- (1) Act as the principal technical point of contact with the Contractor.
- (2) Review and approve invoices and payment estimates. In those cases requiring release of final retained percentage of payment, the PM will make his recommendations in writing to the Contracting Officer;
- (3) Coordinate correspondence with the CO if its importance significantly impacts the contractual terms and obligations.
- (4) Not Used
- (5) Notify the Contracting Officer whenever the PM has reason to believe that the estimated cost not-to-exceed amount will be exceeded.
- (6) Prepare the Commission estimate for proposed contract modifications.
- (7) Approve, in writing, the Contractor's progress schedule when required.
- (8) Receive from the Contractor, monthly, if applicable, DBE status reports.
- (9) Provide the Contracting Officer with a written notification after all supplies/services have been received with statement that PM is not aware of any open issues that would preclude closeout of the contract and that the contract is ready for closeout.
- (10) Initiate exercise of option(s).

b. The contractor shall adhere to the actions below only if received from the Contracting Officer.

- (1) Approval of contract modification proposals and/or other unilateral actions.
- (2) Issuance of written orders to stop and/or resume work.
- (3) Negotiation with the Contractor for adjustment of contract price and/or time.

c. The presence or absence of the PM or his inspectors shall not relieve the Contractor from any requirements of the contract.

10. WARRANTY

- a. Definitions. "Acceptance" as used in this clause, means the act of an authorized representative of the Commission by which the Commission assumes for itself or an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction" as used in this clause, means the elimination of a defect.
- b. This contract shall include any specific warranty provisions contained in this solicitation, or shall otherwise follow the contractor's standard commercial warranty for the items purchased. However, notwithstanding that warranty or inspection and acceptance by the Commission or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance by the Commission. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the Commission does not require corrective action or re-performance.
- c. If the Contractor is required to correct or re-perform, it shall be at no cost to the Commission, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar service and charge to the Contractor the cost occasioned to the Commission thereby, or make an equitable adjustment in the contract price.
- e. If the Commission does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contact price.
- f. In addition to any other warranties, either express or implied, provided under this contract or by law, the Contractor shall warrant and guarantee that the Information Technology provided as part of this contract is Year 2000 compliant. Year 2000 compliant means that the Information Technology accurately processes date/time data (including but not limited to, calculating, comparing, and sequencing) from, 1999 and 2000 and Leap Year calculations. The Contractor shall be liable for any and all damages, including consequential damages, arising from a breach of this warranty. No other provision of this contract shall be construed to limit the Contractor's liability for a breach of this warranty.

11. INSPECTION OF SERVICES

- (a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Commission covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Commission during contract performance and for as long afterwards as the contract requires.
- (c) The Commission has the right to inspect all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Commission shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services do not conform with contract requirements, the Commission may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Commission may—

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Commission may—

- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Commission that is directly related to the performance of such service; or
- (2) Terminate the contract for default.

12. FALSE OR FRAUDULENT STATEMENTS

(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 C.F.R. Part 31, apply to its actions pertaining to this contract. Upon execution, 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 this contract. 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 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 paragraphs in each subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13. TITLE AND RISK OF LOSS

a. Unless this contract specifically provides for earlier passage of title, title to supplies covered by this contract shall pass to the Commission upon formal acceptance, regardless of when or where the Commission takes physical possession.

b. Unless this contract specifically provides otherwise, risk of loss of or damage to supplies covered by this contract shall remain with the Contractor until, and shall pass to the Commission upon:

- (1) Delivery of the supplies to a carrier, if transportation is FOB origin;
- (2) Acceptance by the Commission or delivery of possession of the supplies to the Commission at the destination specified in this contract, whichever is later, if transportation is FOB destination.

c. Notwithstanding b. (1) above, the risk of loss of or damage to supplies which so fail to conform to the contract as to give a right of rejection shall remain with the Contractor until cure or acceptance, at which time (1) above shall apply.

14. DELAY OF WORK

a. If the performance of all or any part of the work is delayed or interrupted by an act of the Contracting Officer in the administration of this contract, which act is not expressly or impliedly authorized by this contract, or by his failure to act within the time specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by such delay or interruption and the contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this article for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or for which an adjustment is provided or excluded under any other provision of this contract.

b. No claim under this clause shall be allowed for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the contract.

15. STOP WORK ORDER

a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a STOP WORK ORDER issued pursuant to this article. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

Cancel the stop work order, or

Terminate the work covered by such order as provided in the TERMINATION FOR CONVENIENCE article of this contract.

b. If a stop work order issued under this article is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or contract price, or both, and the contract modified in writing accordingly, if:

The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract, and

The Contractor asserts a claim for such adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract.

c. If a stop work order is not cancelled and the work covered by such order is terminated for the convenience of the Commission, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

16. DISPUTES

a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Board of Commissioners. The decision of the Commissioners or its duly authorized representative for the determination of such appeals shall be final and conclusive 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 is not supported by substantial evidence. In connection with any appeal proceeding under this article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

b. This DISPUTES article does not preclude consideration of questions of law in connection with decisions provided for in paragraph a. above. Nothing in this contract, however, shall be construed as making final the decisions of the Commissioners or its representative on a question of law.

17. DEFAULT

a. The Commission may, subject to the provisions of paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

b. In the event the Commission terminates this contract in whole or in part as provided in paragraph a. of this article, the Commission may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Commission for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this article.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the Commission in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If this contract is terminated as provided in paragraph a. of this article, the Commission, in addition to any other rights provided in this article, may require the Contractor to transfer title and deliver to the Commission, in the manner and to the extent directed by the Contracting Officer, any completed supplies, and such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which the Commission has an interest. Payment for completed supplies delivered to and accepted by the Commission shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Commission and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the DISPUTES article of this contract. The Commission may withhold from amounts otherwise due the Contractor for

such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Commission against loss because of outstanding liens or claims of former lien holders.

e. If, after notice of termination of this contract under the provisions of article, it is determined for any reason that the Contractor was not in default under the provisions of this article, or that the default was excusable under the provisions of this article, the rights and obligations of the parties shall, if the contract contains an article providing for termination for convenience of the Commission, be the same as if the notice of termination had been issued pursuant to such article. If, after notice of termination of this contract under the provisions of this article, it is determined for any reason that the Contractor was not in default under the provisions of this article, and if this contract does not contain an article providing for termination for convenience of the Commission, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to such adjustment shall be a dispute concerning a question of fact within the meaning of the DISPUTES article of this contract.

18. TERMINATION FOR CONVENIENCE

a. The performance of work under this contract may be terminated by the Commission in accordance with this article in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Commission. As much notice as possible will be given the contractor. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

b. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

- (1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- (2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract which is not terminated;
- (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (4) Assign to the Commission, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the rights, title, and interests of the Contractor under the orders and subcontracts so terminated, in which case the Commission shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this article;
- (6) Transfer title to the Commission and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:

- (a) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination, and
 - (b) the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the Commission;
- (7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the type referred to in paragraph 6. above.
- (8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (9) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Commission has or may acquire an interest.
- c. Not Used
- d. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claims shall be submitted promptly but in no event later than one year from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may determine the amount, if any, due the Contractor by reason of the termination.
- e. Not Used
- f. In the event of the failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid the Contractor, the Contracting Officer shall determine, on the basis of information available to him, the amount if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:
 - (1) For completed supplies accepted by the Commission a sum equivalent to the aggregate price for such supplies computed in accordance with the prices specified in the contract.
 - (2) The total of:
 - (a) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for.
 - (b) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on

account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable; and

(c) A sum, as profit on (a), above, determined by the Contracting Officer to be fair and reasonable. Provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

(4) The total sum to be paid to the Contractor shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. There shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Commission, or to a buyer.

g. Costs claimed, agreed to, or determined shall be in accordance with the applicable contract cost principles and procedures in OMB Circular A-87s in effect on the date of this contract.

h. The Contractor shall have the right to appeal, under the DISPUTES article of this contract from any determination made by the Contracting Officer, except that, if the Contractor has failed to submit his claim within the time provided and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due, the Commission shall pay to the Contractor the amount as determined by the Contracting Officer.

i. Not Used

j. If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

19. FEDERAL, STATE AND LOCAL TAXES

Commission is exempt from federal, state, and local taxes.

20. CONFLICT OF INTEREST

a. Neither the Contractor nor any person or company affiliated with it shall have, during the term of this contract and any extensions thereof, any contractual or other financial relationship with the Commission, with any Commission prime Contractor, or with any subcontractor or supplier to any Commission prime Contractor other than the contractual relationship established under this contract, unless an exception is granted as described below.

b. Upon request of the Contractor and upon full disclosure and for good cause the Contracting Officer may in his sole discretion grant an exception to the requirement of a., above, when in his judgment the exception will not create a conflict between the Contractor's duties and obligations under this contract and the duties and obligations imposed on the Contractor under the contractual or other relationship for which an exception is requested.

c. If, during the performance of this contract and any extension thereof, the Contractor becomes aware of any relationship, financial interest, or other activity in which it or an affiliated person or company is involved which is not in compliance with the provisions of a., above, it shall promptly notify the Contracting Officer in writing and fully disclose all circumstances thereof. Should the Contracting Officer not grant an exception to the requirements of this Article, the Contractor shall, within ten (10) days of written notice from the Contracting Officer to do so, take all action necessary to comply with the terms of a., above.

d. If the Contractor fails to comply with the terms of this Article, the Contracting Officer, may withhold payments due under the contract until such time as the Contractor is in compliance or, should the non-compliance remain uncorrected at the expiration of ten (10) days from written notice from the Contracting Officer as provided in c., above, terminate the contract for default pursuant to the Default Article of this contract.

e. The Contractor in performing this contract shall avoid any conduct which might result in or give the appearance of creating for Directors, Officers or employees of the Commission in their relationship with the Contractor any conflicts of interest or favoritism and/or the appearance thereof and shall avoid any conduct which might result in a Director, Officer or employee failing to adhere to the Standards of Conduct adopted by the Commission's Board of Directors.

f. Any determination by the Contracting Officer under this Article shall be final and shall be considered a question of fact within the meaning of the Disputes Article of this contract.

21. OFFICIALS NOT TO BENEFIT

a. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

b. No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

22. COVENANT AGAINST CONTINGENT FEES

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 a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commission shall have the right to annul this contract without liability or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

23. GRATUITIES

In connection with performance of work required under this contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contractor, or any agent, representative or other person deemed to be acting on behalf of such supplier or subcontractor, to any Director, Officer or employee of the Commission; or to any Director, Officer, employee or agent of any of the Commission's agents, consultants, representatives or other persons deemed to be acting for or on behalf of the Commission with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract is expressly prohibited and Contractor agrees to abide by this prohibition.

24. INDEMNIFICATION

a. If the amount of this contract is in excess of \$10,000, the Contractor shall indemnify the Commission and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent arising out of the manufacture or delivery of supplies under this contract. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Commission of the suite or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to:

1. an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner or performance of the contract not normally used by the Contractor;
2. an infringement resulting from addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or
3. a claimed infringement which is settled without the consent of the Contractor, unless required by final decree of court of competent jurisdiction.

b. The contractor will save and keep harmless and indemnify the Commission, its officers, employees, agents and/or their successors, assigns and/or heirs against any and all liability claims arising for injury, including personal injury to or death of any person or persons, and for any loss or damage to any person or property whatsoever, occurring in connection with the negligent performance of this contract, including the acts, errors or omissions of the Contractor, any subcontractor, employee, DBE, agency or representative of the contractor or subcontractor.

25. AUDIT AND INSPECTION OF RECORDS

a. The Contractor shall maintain records, and the Contracting Officer, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to this Contract, for the purpose of making audit, examination, excerpts and transcriptions.

b. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Contracting Officer, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcriptions.
of making audit, examination, excerpts and transcriptions.

26. 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.

27. FEDERAL GOVERNMENT OBLIGATION

(a) The Commission and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 Commission, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this contract.

(b) 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.

28. FLY AMERICA

The Commission shall not fund the costs of international air transportation of any persons involved in or property acquired for this contract unless that air transportation is provided by U.S.-flag carriers to the extent service by these carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. paragraph 40118, and with U.S. General Services Administration regulations pertaining to the use of United States air carriers, 41 C.F.R. 301-3.61(b), and any later regulations at 41 C.F.R. 301-10.131 *et seq.*

29. COST OR PRICING DATA

a. The Contractor shall submit to the Contracting Officer upon request cost or pricing data under the conditions described in this Paragraph and certify that, to the best of his knowledge and belief, the cost or pricing data submitted is current, accurate, and complete. The contractor shall also certify that costs proposed hereunder are allocable, allowable, and reasonable in accordance with cost principles and practices under 2 CFR Part 225 (formerly Circular A-87).

b. The submittal of certified cost or pricing data shall not be required if the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The Contractor agrees that the terms "adequate price competition" and "established catalog or market prices of commercial items sold in substantial quantities to the general public" shall be determined by the Contracting Officer.

c. Cost or pricing data consists of all facts existing up to the time of agreement on price which prudent buyers and sellers would reasonably expect to have a significant effect on the price negotiations for the modification. The definition of cost or pricing data embraces more than historical accounting data; it also includes, where applicable, such factors as subcontractor, supplier and vendor quotations, nonrecurring costs, changes in construction methods, unit cost trends such as those associated with labor efficiency and any management decisions which could reasonably be expected to have a significant bearing on costs. Cost or pricing data consists of all facts which can reasonably be expected to contribute to sound estimates of future costs as well as to the validity of costs already incurred. Cost or pricing data, being factual, is that type of information which can be verified. Because the certificate pertains to cost or pricing data, it does not make representations as to the accuracy of the Contractor's judgment on the estimated portion of future cost or projections. The certificate does, however, apply to the data upon which the Contractor's judgment is based.

d. If the contractor or subcontractor submits defective cost or pricing data, a reduction in contract price shall be made by that amount deemed defective.

30. FTA TERMS

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA) 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 November 1, 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 Commission requests which would cause the Commission to be in violation of the FTA terms and conditions.

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Federal Transit Administration Master Agreement, FTA MA (15) October 1, 2008) between the Commission 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.

31. Not used for this contract.

32. CLEAN AIR AND WATER

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., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. . The Contractor agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

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.

33. Not used for this contract.

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(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 therefor 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 Commission 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 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 this section.

(5) **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.

35. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds may not be presently available for performance under this contract beyond a certain date. The Commission's obligation for performance of this contract beyond that date is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Commission for any payment may arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing, by the Contracting Officer. Any option exercised by the Commission which will be performed in whole or in part in a subsequent fiscal year is subject to availability of funds in the subsequent fiscal year and will be governed by the terms of this Article.

36. DRUG-FREE WORKPLACE

The contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include such provisions in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

37. ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY

HRT recognizes that environmental compliance involves everyone (both internal and external to HRT), and expects its contractors, suppliers, and vendors to provide services in an environmentally-responsible manner. This includes, among other things, maximizing the use of recycled and recyclable materials and supplies, utilizing energy-efficient and non-polluting vehicles and equipment, and encouraging employee awareness of environmentally-sensitive activities in order to mitigate potential adverse impacts on the environment. HRT is a signatory to both the International Association of Public Transport's Charter on Sustainable Development, and to the American Public Transportation Association's Sustainability Commitment. In addition, HRT has instituted an Environmental Management System (EMS) that complies with the ISO 14001:2004 Standard. As such, it is HRT's responsibility to make sure all of its contractors, suppliers and vendors are informed of its Environmental Policy and EMS Program. By submitting its bid hereunder, the Contractor acknowledges the information presented herein and included in HRT's Environmental Compliance Briefing Package, which can be viewed at the following website: <http://www.gohrt.com/abouthrt/emsprogram.html>.

38. American Recovery & Re-investment Act (ARRA)

If you have not already done so, please forward evidence of the required Insurance coverages and verification of your registration in the federal government's Central Contractor Registration (CCR) database to Procurement.

- Contractor shall comply with the requirements set forth in part XV, §1553

of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5), including posting the notice required by §1553(e). Information on this poster is available on the Federal Transit Administration website at http://www.fta.dot.gov/index_9440.html. Contractor shall impose the same requirement on its subcontractors of all tiers. If you or any of your subcontractors are performing work at an HRT location, you shall provide HRT with a monthly summary of the total number of individuals so employed and the total number of labor hours worked.

APPENDIX A – SP-1

Line Item No. 1 - P/N NDC-01RA 4000 Amp 800volt DC Cathode BREAKER / 2 each:

CIRCUIT BREAKER.FKI SWITCHGEAR NDC TYPE, 4000A, 900V, 110V
CONTROL, HIGH SPEED, RECTIFIER/CATHODE/MACHINE BREAKER
USE
40DC12579 4000A 900V CIRCUIT BREAKER
40DC14879 ACTUATOR ASSEMBLY 110V
40DC11902 ARC CHUTE 900V

Specification No. 1 - (Existing Component System Breaker)

Hawker Siddeley Switchgear Ltd

- **P/N NDC-01RA**
- **4000A, 800V, DC Cathode Breaker**
- Quantity: 4 each
- NDC4
- High Speed DC Rectifier Circuit Breaker H/R/U/P
- Standard: ANSI C37 – 14 2002
- Frame Size: 4000A
- Maximum Voltage: 900V DC
- Rated Control Voltage: 110V DC
- Rated Continuous Current: 4000A
- Rated Short Circuit Current: 200kA
- Direct Acting Release Type: Series Unidirectional
- Range of Release Setting: 3000A Fixed
- Rated Peak Current: 200kA
- Rated Short Time Current: 71kA / 100kAp.

APPENDIX A – SP-2

Line Item No. 2 - P/N: NDC-01LA 4000A, 800V, DC FEEDER CIRCUIT BREAKER / 2 each:

CIRCUIT BREAKER.HSSL NDC TYPE, 4000A, 900V, 110V CONTROL.
HIGH SPEED, LINE/FEEDER BREAKER USE

Specification No. 2 - (Existing Component System Breaker)

Hawker Siddeley Switchgear Ltd

- **P/N NDC-01LA**
- **4000A, 800V, DC Feeder Circuit Breaker**
- NDC4
- High Speed DC Feeder Circuit Breaker H/I/U/P
- Quantity: 5 each
- Standard: ANSI C37 – 14 2002
- Frame Size: 4000A
- Maximum Voltage: 900V DC
- Rated Control Voltage: 110V DC
- Rated Continuous Current: 4000A
- Rated Short Circuit Current: 200kA
- Direct Acting Release Type: Series Unidirectional
- Range of Release Setting: 4000 to 16000A
- Rated Peak Current: 200kA
- Rated Short Time Current: 71kA / 100kAp

APPENDIX A – SP-3

Line Item No. 3 - P/N: 38PV40CDRX-01CCCXX01 1200A, 38KV, AC CIRCUIT BREAKER /
2 each:

POWER CKT BREAKER 38kVAC 40kAIC 1200A 125VDC
CLOSE COIL 125VDC TRIP COIL 3 CY. 125VDC CHARGING MOTOR

Specification No. 3 - (Existing Component System Breaker)

- **P/N 38PV40CDRX-01C**
- **CCXX01 1200A, 38KV, AC Circuit Breaker**
- ANSI Vacuum Circuit Breaker
- Type: 38PV40CDRX-0
- Hz: 60
- Cont Current: 1200A
- Max Voltage: 38kV
- Short Circuit Current: 40kA
- Voltage Range Factor: 1.0
- Impulse Withstand: 150kV
- Inter Time: 3Hz 50ms
- Close & Latch: 108kA Peak
- DC Comp: 50%
- Short-time Current: 40kA 3s
- Asymmetry Factor: 1.2
- Tot Asym Current: 48kA
- Operating Duty Cycle: 0-0.3s-C0-3m-C0
- *Capacitance Current Switching*
- Isolated cap bank: 250A
- Cable Charging: 50A
- Back-to-Back Capacitance Switching Current: 250A
- Transient Inrush Current: 25kA
- Peak: 8480Hz
- *Control Circuit Ratings*
- Closing: 125V 3.2A DC Range 100-140
- Tripping: 125V 3.2A DC Range 70-140
- Charging: 125V 3.9A DC Range 100-140
- *General*
- Wiring Diagram: 38CDRX0CCCXX01
- Mech Type: PVS11
- Serial No.: 507493.4.1-001
- Weight: 650 lbs
- Inst Book: IB-65020A
- Mfg Date: 7-09

Price Schedule

IFB #11-55787 SUBSTATION ELECTRICAL CIRCUIT BREAKERS

Company Name _____

Line Item No. 1 - P/N NDC-01RA 4000 Amp 800volt DC Cathode BREAKER / 2 each

Manufacturer	Est. Delivery	Part Number	Unit Price	Extended Price

Line Item No. 2 - P/N: NDC-01LA 4000A, 800V, DC FEEDER CIRCUIT BREAKER / 2 each:

Manufacturer	Est. Delivery	Part Number	Unit Price	Extended Price

Line Item No. 3 - P/N: 38PV40CDRX-01CCCXX01 1200A, 38KV, AC CIRCUIT BREAKER / 2 each:

Manufacturer	Est. Delivery	Part Number	Unit Price	Extended Price

GRAND TOTAL _____

Notes:(1) Identify circuit breakers by manufacturer/part number/lot number; information must be consistent with documentation required to be submitted in accordance with the specification.

- (2) Price shall include delivery, materials, equipment and documentation, specifications, transportation and warranty
- (3) Electrical circuit breakers must be manufactured in accordance with The specification contained within this solicitation
- (3) HRT is exempt from State and Federal taxes.
- (4) Delivery Location: see scope of work

Name: _____

Date: _____

Signature: _____

Title