THE CITY OF MURFREESBORO
Transportation Department
Invitation to Bid

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the City Manager's Office, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, telephone number (615) 849-2629. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: May 20, 2013

BID TITLE: Intelligent Transportation Fixed-Route Management /Real Time Passenger Information System

CITY CONTACT PERSON: Ed Etzkin

TELEPHONE NUMBER: (615) 494-1233

FAX NUMBER: (615) 904-6541

E-MAIL ADDRESS: eetzkin@murfreesborotn.gov

All bid responses must be received and acknowledged in the City Manager's Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
City Manager's Office – ATTN: BID
Located on the First Floor of City Hall
Post Office Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37133-1139

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: **June 03, 2013**
BID OPENING TIME: **2:00 p.m., Murfreesboro Tennessee local time**

INSTRUCTIONS AND CONDITIONS

1.1. Invitation to Bid

The City of Murfreesboro is seeking to implement an **Intelligent Transportation Fixed-Route Management /Real Time Passenger Information System** to better manage its fixed-route revenue and non-revenue support vehicles operations. The Transit Real-time Automated Communications System shall use Global Positioning System (GPS) satellite constellation to track the location of each vehicle and present vehicle locations to users in the form of a map display. The system shall use position data to monitor each vehicle's progress along its route against its schedule, and shall alert the Dispatcher when a deviation is detected. The system shall also provide tools for the Dispatcher to better manage communications with the vehicle, including providing the means to communicate with vehicle operators via short text messages. The system shall prevent the operator from entering or replying to text messages while the vehicle is in motion. Sealed bids for the purchase of **Intelligent Transportation Fixed-Route Management /Real Time Passenger Information System** using Computer-Aided Dispatch (CAD) and Automatic Vehicle Location (AVL) technologies will be received by the City of Murfreesboro at the Office of the City Manager, located on the first floor of City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, until 2:00 p.m. local time on April 22, 2013**,** at which time the bids will be opened.

1.1.1. Bids may be mailed or delivered to the City of Murfreesboro at the Office of the City Manager, located on the first floor of City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139. Attached are the specifications and bid form for the purchase of **Intelligent Transportation Fixed-Route Management /Real Time Passenger Information System** using Computer-Aided Dispatch (CAD) and Automatic Vehicle Location (AVL) System**.** All bids shall be submitted on the attached bid form in sealed envelopes with **Intelligent Transportation Fixed-Route Management /Real Time Passenger Information System** on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well. The City will not accept bid responses submitted by fax or electronic mail.

1.1.2. Bid responses must be received and acknowledged in the City Manager's Office on or before the date and time specified for the receipt of bid responses. A bid opening date has been set for **June 03, 2013** at 2:00 p.m. local time in the Administration Department Conference Room located on the first floor of City Hall. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received in the Administration Department (City Manager's Office) after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.

1.1.3. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.

1.1.4. Any prospective bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than two (2) calendar days prior to the bid opening date.

1.1.5. There may be one or more amendments to this ITB. If you desire to receive copies or notices of any such amendments, you must complete and submit the Contact Information Form included in the ITB. Please send this information to the contact person listed above via fax or e-mail. The City will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.

1.1.6. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.2. Bid Responses

1.2.1. Bid responses must be submitted in a sealed envelope that includes the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered.

1.2.2. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.

1.2.3. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.2.4. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.

1.2.5. Bidders must specify manufacturer's name for all products proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new (not reconditioned or remanufactured) merchandise direct from the

manufacturer that is free from defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the City to make the determination of similarity, serviceability and suitability of the substitute. The City reserves the right to be the sole judge in making such determination.

1.2.6. If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the substituted item is equal and/or better and of comparable quality as specified. The City will attempt to give the bidder notice of City's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre bid approval but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.

1.2.7. Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.

1.2.8. A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.

1.2.9. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn for a period of ninety (90) calendar days after bid opening.

1.2.10. Bid responses may be modified by written notice received and acknowledged by the City Manager's Office prior to the date and time for public opening of bids. Late modifications cannot be considered.

1.2.11. The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses and their accompanying documentation will become the record of the City.

1.2.12. The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

1.2.17. The Contractor shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the work which are customarily secured after execution of the Contract and which are legally required when bids are received.

1.2.18. The awarded bidder must strictly comply with federal, state, and local building and safety codes. Equipment must meet all federal and state safety regulations for grounding of electrical equipment and for lockout/tagout processes. The successful

bidder will obtain and pay for all permits, including City permits necessary to complete the work.

1.3. Bid Award

1.3.1. Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

The City may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

1.3.2. This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract. The City reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.

1.3.3. The successful bidder shall provide the various components of an **Intelligent Transportation Fixed-Route Management /Real Time Passenger Information System** using Computer-Aided Dispatch (CAD) and Automatic Vehicle Location (AVL) System, to include Automatic Vehicle Locators, Vehicle Logic Units (VLU) that include connection ports which allow for future integration of peripheral systems including Electronic Fare Boxes, Automatic Passenger Counters, Automated Voice Annunciators Security Cameras and Destination Signs., VLU's should also include integrated WI-FI and a cellular modem or integrated data card for transmitting vehicle data. VLU's shall be powered by the vehicles electrical system. Internet Passenger Information System, Software, Tracking Monitors, Mobile Data Computers and required maintenance. The bid price shall include all parts, labor, accessories, installation, and any other standard equipment necessary to make these items function as intended. Pricing for each component shall be effective for one (1) year from date of bid award**.** If in the bidder's opinion, additional equipment or services are necessary to make the equipment fully

operational; this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this bid.

1.3.4. Any items bid deemed not of equal and/or better and of comparable quality and similar in design as that specified shall be cause for rejection of bids. In addition to the price, the following aspects will also be considered in the award of a contract:

a. The ability of the bidder to perform the contract or to provide the material for service required;

b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;

c. The character, integrity, reputation, experience and efficiency of the bidder;

d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

e. The ability of the bidder to provide future maintenance and/or service for the subject of the contract;

f. Terms and conditions stated in bid;

g. Compliance with specifications or the ITB;

h. Utilization of the format set forth in Section 3 for submittal of a bid; and,

i. Bidder's past performance with the City.

1.3.5. The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.

1.3.6. No bidder may withdraw its response for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.

1.3.7. The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.

1.3.8. Bidder, by signing and making this bid, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

1.4. Terms and Conditions

A representative copy of a City contract is included with this bid package. It immediately follows the Invitation to Bid document. Any bidder who is awarded a contract pursuant to this invitation to bid agrees to be bound by the terms and conditions set forth in the attached City Contract (Attachment B). **If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid.** Rejection of any proposed City Contract terms may be a basis for rejection of the bid. If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties.

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

1.4.1. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.

1.4.2. Liquidated damages for failure to meet installation and/or supply schedules shall be in the amount of fifty dollars ($50.00) per calendar day.

1.4.3. The City, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.

1.4.4. The contract may be modified only by written amendment executed by all parties and their signatories hereto.

1.4.5. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

1.4.6. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees, expenses, and costs at all stages of the legal action and/or alternative dispute resolution process, if any.

1.4.7. The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

1.4.8. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

1.4.9. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.4.10. The contractor must maintain, and provide City with satisfactory proof of, commercial general liability insurance for bodily injury and property damage (minimum $1,000,000) and worker's compensation insurance as required by the State of Tennessee. City is to be named as an additional insured as regards the contract work on the liability insurance policy. Contractor must notify City if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration upon request.

1.4.11. The bidder shall furnish to the City all such information and data for this purpose as the City may request. Such information shall be submitted to the City within five (5) calendar days of the City's written request. The City does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. The City does not warrant or guarantee that a contract will be awarded as a result of this ITB.

1.5. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

1.5.1. Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

1.5.2. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

1.5.3. Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

1.5.4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.6. Payment and Delivery

1.6.1. Payment will be made by the City after goods and/or services have been received, installed, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

1.6.2. Delivery and installation of all items shall commence after the delivery of Rover's new buses from Mid South Bus Center in Murfreesboro TN, This bus bid was awarded on December 21, 2012 with a delivery window between 150-180 days from the date of that contract. Forty-eight (48) hours advance notice should be given prior to delivery and installation. With delivery, any required installation shall begin and continue day to day until complete. We anticipate that installations will be done at our Fleet Maintenance facility located at 4753 Florence Rd. Murfreesboro; TN. Installation shall commence no later than June 30, 2013 and be completed no later than August 30, 2013.

1.6.3. Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this ITB are to be made during the normal working hours of the City, 8:30 a.m. through 4:30 p.m., Monday through Friday. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

1.6.4. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in this ITB.

1.6.5. All deliveries made pursuant to this ITB, and the contract award, must be made pursuant to written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Unless otherwise specified in this ITB, delivery and freight charges are to be prepaid and included in the bid price.

2. Unless otherwise specified every item bid shall have a manufacturer's warranty against defects in parts or workmanship for a minimum of three (3) years.

2.1 Overview

2.1.1 Invitation to Bid for a contract to provide **Intelligent Transportation Fixed-Route Management /Real Time Passenger Information System** using Computer-Aided Dispatch (CAD) and Automatic Vehicle Location (AVL) System to be installed in Rover Buses, Support Vehicles, Operations Center, Transfer Center and City Hall. The AVL System shall include Vehicle Logic Units that include connection ports which allow for future integration of peripheral systems including Electronic Fare Boxes, Automatic Passenger Counters, Automated Voice Annunciators Security Cameras and Destination Signs., VLU's should also include integrated WI-FI and a cellular modem or integrated data card for transmitting vehicle data. VLU's shall be powered by the vehicles electrical system.

2.1.2 The City does not guarantee the purchase of **any specific or minimum quantity of Automatic Vehicle Locators during the term of this ag**reement. Purchase orders will be issued for Automatic Vehicle Locators as needed at the contract uni**t** price. Awarded bidder shall honor price(s) for other local governments.

2.1.3 Contractor must perform all electrical work associated with this project with an electrician licensed to perform electrical work in the City of Murfreesboro.

2.1.4 Contractor must obtain all required state and local permits.

2.2 Specifications

2.2.1 Description

The work specified shall consist of the design, fabrication, delivery, and installation of an **Intelligent Transportation Fixed-Route Management /Real Time Passenger Information System** using Computer-Aided Dispatch (CAD), Internet Passenger Information System, and Automatic Vehicle Location (AVL) System which shall include:

1) Mobile Data Computers (MDC) for Fixed-Route Service and support vehicles (14). The Mobile Data Computers should be programmable to allow operators

to manually enter passenger count information and generate reports on this information.

2) Automatic Vehicle Location (AVL) hardware and software for all (14) vehicles.
3) Vehicle Logic Units (14) that include connection ports which allow for future integration of peripheral systems including Electronic Fare Boxes, Automatic Passenger Counters, Automated Voice Annunciators Security Cameras and Destination Signs., VLU's should also include integrated WI-FI and a cellular modem or integrated data card for transmitting vehicle data. VLU's shall be powered by the vehicles electrical system.
4) Desktop Monitoring and Mapping capabilities, hardware and software (4).
5) Real-Time Passenger Information LED monitors (2) at City Hall and Rover Operations Office, dimensions to be minimum 55" (inches) and must meet all ADA requirements. These Monitors will be installed at an approximate height of 6 feet. Viewing distance will be from less than 15 feet. LED backlit monitors are acceptable.
6) Real-Time scrolling Passenger Information sign (1) to display bus arrival and departure information to be installed at Rover Transfer Center. Dimensions shall be no less than 44" X 8 "and must meet all ADA requirements. This sign shall be installed at an approximate height of 80 inches and installed on a pole mount is such a manner that it is visible from both inside and outside the passenger waiting shelter. Average viewing distance will be up to 20 feet. This sign will be an outside installation and should be capable of withstanding wind, rain dust and temperatures ranging from 0 degrees f to over 100 degrees f. Electrical power is available at the passenger waiting shelter
7) The bidder's proposed system must have the ability to provide the public with real-time vehicle location information on a digital map and arrival/departure predictions via the World Wide Web.
8) Server hosting/maintenance should be included in each bid. Bidders should provide both a yearly cost for Hosting/Maintenance and the total cost for a 3 year period (see item #6 on Bid Form)
9) Bidders should describe and propose what type of hardware they feel is best suited for indoor and outdoor locations. Also, the power requirements should be described. Bids shall include 36 months warranty and maintenance on all hardware, Software shall include a minimum of 36 months free upgrades. Bids shall include unlimited technical support and specify the response time for technical support, which shall not exceed 24 hours.

2.2.2 Fixed Route Transit Service

The City of Murfreesboro Rover Public Transit System provides fixed-route bus service five days a week with a service area that encompasses approximately 55.5 square miles and services a population of approximately 110,000 people. The fixed-route service day is 12 hours and extends from 6:00 A.M. to 6:00 P.M. Monday through Friday. Bidders may view the Rover schedules at: http://www.murfreesborotn.gov/uploadedFiles/government/Rover/Rover%20Route %20Guide.pdf.The service currently consists of seven (7) routes run by six (6) buses each day. These routes service numerous signed bus stops as well as

courtesy stops accumulating with an annual ridership of approximately 271,000 passengers.

There is one major transit center transfer hub located at 220 West Burton Street in Murfreesboro. This facility is an open air transfer hub with a shelter. The transfer hub serves as Rover's main transfer point consisting of transfer space for five of the six buses. The sixth bus operates as a separate "circulator route" and connects with another route near the intersection of Medical Center Parkway and Gateway Blvd. in Murfreesboro. See map, Attachment A.

The fixed-route revenue fleet contains 9 revenue vehicles, currently consisting of nine (9)16 passenger diesel fueled 2007 Ford E-450 cutaway buses. Efforts are underway to purchase nine (9) new 23-passenger Low Floor buses which will house the Automatic Vehicle Location (AVL) System and the Mobile Data Computers along with two of the 2007 Ford E-450 cutaways. There are three (3) non revenue vehicles consisting of one (1) 2010 Dodge Grand Caravan utilized as a driver shuttle and two (2) 2010 Ford Crown Victorias used as Supervisor vehicles. The Intelligent Transportation Fixed-Route Management/Real Time Passenger Information system must include the ability for the two (2) supervisor vehicles to access all vehicle AVL/GPS information from the vehicle. Rover vehicles do not currently have, but may add in the future, peripheral systems such as Electronic Fare Boxes, Automated Voice Annunciators, and Automatic Passenger Counters. Vehicle Logic Units should include the capability to connect to such peripheral systems.

All fixed-route buses are dispatched from, and maintained at Fleet Services located at 4753 Florence Road, Murfreesboro, Tennessee. The Rover Operations Office personnel, located at an adjacent facility, perform radio dispatch functions, including vehicle assignments and operator check-in. This office is manned by an Operations Manager, an Operations Supervisor, and an Administrative Assistant from, 5:00 A.M. to 7:00 P.M. Monday through Friday.

Dispatchers currently establish voice communications utilizing a voice radio control push to talk radio system provided by Nextel. A dedicated two way radio system will be installed in the 9 new low floor buses when received. The new radios will be installed by Gemini Communications, contact Tom Berkes, 615-896-5956. Fixed route scheduling is performed manually by the Operations Supervisor.

2.2.3 Current Facilities and Equipment

The City of Murfreesboro's Fleet Maintenance location includes vehicle storage, the vehicle repair and maintenance shop and Rover Operations Offices. The facility provides all fixed-route services throughout the service area. Customer service operations are performed from this facility as well as the Murfreesboro City Hall.

An open-air Passenger Waiting Shelter is located at the main transfer hub at 220 West Burton Street. Five fixed-route buses make transfers at this location every 30 to 60 minutes.

Plans are underway to construct a Passenger Waiting/Administrative/Training Facility at some location within a one mile radius of the Murfreesboro City Hall. A facility needs assessment has been completed and funding secured for the engineering and design of this facility.

The City of Murfreesboro's GIS system is based on ESRI's ArcGIS format, version 10. The data is managed by a Relational Database Management System using Microsoft SQL Server 2008 and contained in ESRI's Spatial Database Engine (SDE). The equipment currently located at the City Hall includes the City of Murfreesboro's GIS Mapping System.

2.2.4 Standards

The Contractor shall undertake the supply of a complete, fully integrated and functional ITS, including a CAD/AVL system and Internet Passenger Information System for fixed-route operations, with all hardware, software, spare parts, and services necessary to accomplish the supply, installation, testing, documentation, training, and startup of the complete system; including fixed-site computer and network equipment, data communications equipment for mobile data communications, on-board vehicle equipment including peripheral systems to be installed in the future, and executed options. Any software and hardware items not explicitly defined in this Specification that is necessary to make the **Intelligent Transportation Fixed-Route Management /Real Time Passenger Information System** complete shall be furnished by the Contractor. The Contractor shall provide all required items in the amounts necessary whether or not these items were identified during the proposal period.

Design

The **Intelligent Transportation Fixed-Route Management /Real Time Passenger Information System** must enable reliable and efficient communications with Rover's revenue and non-revenue vehicles, and with the future expansion expected in these fleets. The system shall provide full CAD functionality and support a GPS-based AVL function, as well as data transmissions to and from a variety of devices to be installed onboard the buses and support vehicles. The Vehicle Logic Units (VLU) should include connection ports which allow for future integration of peripheral systems including Electronic Fare Boxes, Automatic Passenger Counters, Automated Voice Annunciators Security Cameras and Destination Signs., VLU's should also include integrated WI-FI and a cellular modem or data card for transmitting vehicle data. The Passenger Information System should allow passengers access to real time arrival/departure information via the internet on smart phone and other wireless devices.

a. Materials

Bidders shall make recommendations for all necessary materials to install and service a fully integrated and functional Real Time ITS including CAD/AVL and Internet Passenger Information System for the fixed-route operation of the Rover Transit System.

b. Size

The system shall provide full functionality for Eleven (11) revenue transit buses, three (3) non-revenue support vehicles, two of which shall require full access to all dispatching functions. One (1) open air transfer station, one (1) Operations/Fleet Maintenance Office including three (3) workstations, one (1) City Hall Office and the capability to expand to a proposed Passenger Waiting/ Administrative Training Facility. The system shall also provide the ability to expand to accommodate additional vehicles and locations as needed in the future.

c. Performance

It is the intent of this specification to provide for high-quality, state-of-the-art, commercially-rated equipment that is designed, manufactured, and installed for public transit service, which requires long life and high reliability under adverse conditions. The following are specific requirements:

1) The overall CAD/AVL equipment construction shall meet the highest current standards for continuous-duty operation in public transit service, unless otherwise specified. Components shall operate within the manufacturer's specified limits under all reasonably expected operational conditions.

2) Vehicle equipment shall be new, current model year, and in first class condition, unless otherwise noted.

3) All electronic equipment shall be solid-state design, with the exception of any relays necessary, which shall be sealed.

4) The Vendor shall guarantee that all equipment and material furnished meets or exceeds all the requirements of this specification and of the manufacturer's specifications, unless compliance is waived by City. Acceptance of the equipment or material will not constitute waiver of this requirement.

5) All vehicle equipment proposed by the Vendor shall be constructed to meet the harsh operational conditions found in the transit environment. All Vendor-provided on-board equipment shall operate properly under the environmental conditions encountered on board the vehicles including conditions pertaining to temperature, humidity, dust/dirt, power variations, shock, vibration, altitude, and EMI/RFI interference.

6) The Vendor shall provide all vehicle wiring and connectors required for the equipment. The wiring and connectors shall be appropriate to the transit environment where the equipment is to be installed. Shielded cables shall be provided where necessary to avoid interference problems.

7) It is the intention of Rover to procure a system solution that uses off-the-shelf technologies to the highest degree possible. The vendor should minimize system customization in favor of off-the-shelf solutions but should identify any impacts to desired operations that the off-the-shelf solution may have on system users. If new or custom software must be developed to

meet these requirements, this shall be indicated in the proposal. All network, database, and operating system software shall be standard off-the-shelf products produced by well-established and reputable companies. All software shall be provided on removable media that could be used to re-install the software if necessary.

8) The system shall be hosted on a network of desktop computer workstations, database and application servers, network equipment, and optional printers. Through a City of Murfreesboro provided Wide Area Network (WAN), the CAD/AVL functions shall be extended via the WAN, interconnecting Fleet Maintenance, the City Hall, and the proposed Passenger Waiting/Administrative/Training Facility. Scheduled service information shall be presented to riders on new customer information signs to be provided and installed as part of the project. Customer information signs initially shall be installed at Rover's Transfer Hub and at the new proposed Passenger Waiting/Administrative/Training Facility once it has been completed. The system shall provide voice and data communications to Rover's revenue and non-revenue vehicles via Mobile Data Computers mounted in each of these vehicles. The MDC's shall be programmable to allow operators to manually enter passenger counts. The system shall provide administrative functions sufficient to manage the required functionality and security to manage system access.

9) The City's intent is to utilize existing workstations running Windows XP Pro to run the CAD/AVL software. Our current workstations are Dell Optiplex 760 with Intel® Core™ 2 Duo CPU, E8400 @ 3.00 GHz. 2.99 GHz, 1.93 GB RAM. If bidders feel additional hardware is necessary to make the system fully functional on our workstations, they should specify the type and quantity of hardware and include the cost in item #4 on the Bid Form. The CAD/AVL shall provide the workstation user with easy access to vehicle status and other data elements described below. These shall be presented in a variety of ways including text or list displays, map displays, pop-up displays, reports, etc. The applications shall be provided within the traditional Microsoft Windows paradigm. These include: dock able windows, drop-down menus, toolbars, mouse clicks, mouse-over, etc. Functions shall be available from menu, list or maps as appropriate. That is to say, that a commonly used function like "track vehicle" should be available from the menu bar, a map view and a text view. The workstation software shall support desktop expansion across multiple monitors. Desktop monitoring and mapping capabilities should allow for split screen viewing. Specific details of the interface and function requirements are provided below:

d. List Views

1. The system shall provide dispatch with configurable text-based list windows to view the status of each vehicle in service. These windows shall allow Rover to filter the views of vehicles based upon various criteria including but not limited to:

Vehicle type

Vehicle IDs

Operator IDs

Status

Schedule Adherence

Route/Pattern

Emergency

Off-Route

Out of Service

In Service

Etc.

2. Each entry in the list view will be colorized to reflect the highest priority status of the vehicle. For example, if a vehicle is late and has an Emergency Alarm (EA) active, its list view will be colorized to reflect the EA status. When the EA is resolved, the colorization will reflect the late status. Priorities will be configurable by the agency

3. A variety of real-time information shall be available to workstation users including but not limited to:

Vehicle ID

Driver Name

Pattern

Schedule status (on-time, early, late, Early Departure, Late Pull-out, etc.)

Number of minutes of schedule deviation

Indicator of vehicle reporting performance (reporting latency)

Operational Status (In Service, Out of Service, Emergency, Off-Route, etc.)

4 The schedule status shall be updated at each time-point along the route at a minimum. The text lines for each vehicle displayed shall be color coded according to status. This color code shall match the colorization of the vehicle on the map.

5 The dispatcher shall have the ability to choose a vehicle from the map or from any of the text windows and log the selected vehicle off.

6 Vendors are required to provide a description of the information available on this display, as well as screen snapshots of this display and an explanation of how the dispatcher would access this information.

e. AVL Map Display

1. The CAD/AVL shall provide an integrated mapping component that will allow configurable displays of the various map layers to include streets, highways, points of interest, routes, and vehicle data. The mapping system shall be capable of displaying vehicle data on multiple filtered windows. The vendor shall provide maps of the City of Murfreesboro and surrounding area in ESRI

shape file format. Vendors may propose their own base maps such as Bing or Google. Vendors shall describe the maps that will be provided and how their product will allow for configuration of visible maps layers, colors of map features, etc. Vendors will need to Geo-Code each of the waypoints identified in the Rover schedule for each route. Vendors shall coordinate with the City of Murfreesboro GIS Department.

2. The mapping views shall provide standard map display features such as zoom in or out, pan in any direction, and point-and-click on features and vehicles to get information. Map details shall be reduced as the user zooms out to minimize clutter on the map displays. In addition, each map window shall be able to be manipulated independently of the others. The vendor is required to describe in detail the interaction of the workstation user with the map displays.
3. Mapping data displays shall track and display vehicle locations in near real time, and shall update automatically as vehicles report their locations and status. The vehicle icon on the map shall use shape, color, and labels to indicate a configurable subset of the following:

   Vehicle Type

   Vehicle ID

   Operator ID

   Operator Name

   Route

   Direction of travel

   Communications Status

   Modem IP and MAC address

   Time of last report

   GPS Status

   Operational Status

   Speed

   Latitude

   Longitude
4. Those data elements not chosen for vehicle icon labels shall be available via a mouse click to activate a pop-up dialogue.
5. The map interface shall allow the user to create multiple views. Views are map windows with user defined filters with full map capabilities that act independently from the other map windows/views. The user shall be able to add and delete views, select a view from a list of previously defined views, and delete a view. However, access to this function may be limited by the system administrator.
6. The map interface shall provide the ability to find and/or track a specified vehicle or vehicles. This function may be launched by selecting a vehicle or group of vehicles from a drop down menu, from one of the list views or from one of the map views. Once selected the vehicle(s) shall be centered on a map at an appropriate zoom level.

7. If tracking, the map shall pan and zoom as needed to keep the selected tracked vehicle(s) on the map display without the requirement for the user to manually scroll or re-size the window.
8. The map interface shall be available while directly working within any software module, that is, the Dispatcher should not have to exit the dispatching application to view mapping data. The details of how the vendor's mapping components work with the other components of the system shall be clearly explained in the proposal.
9. Vendors shall include screen shots of map displays in the proposal.

f. Schedule Adherence

1. The CAD/AVL component shall include an algorithm for calculating the deviation from schedule for each operating vehicle. Vendors shall describe the schedule adherence algorithm, including when and how often the deviation calculation is updated. It is preferred that schedule adherence be calculated on the fixed end and reported to the dispatcher in real-time. The tolerance levels (what is early, late, etc.) shall be defined and configurable by Rover. The granularity of performance to schedules shall be minutes plus or minus the schedule.
2. In addition, the CAD/AVL system shall calculate and display headways for all vehicles to aid Rover in detecting and managing vehicle clustering; and as a potential primary measure of performance for loop routes.

g. Data Management

1. Vehicle Data

The CAD/AVL system shall log all data coming from or going to the vehicles and activities initiated by the workstation users in a MS SQL database.
The data shall include but not be limited to:

Vehicle definition data

Driver identification data

Vehicle location data

Driver log on/log off

Operational data

Messaging data

Incident data

Schedule adherence data

The vendor shall describe what data their system will record and store.

2. Reports

a. The CAD/AVL system shall provide the ability to generate canned and Ad Hoc reports from the stored data. The system shall be able to create automatic reports on a daily, weekly and monthly basis.
The reports shall include the following at a minimum:

Late pullouts

Missed trips

Logon/log off reports

Schedule Adherence including early/late departures for each monitored stop

with counts for each and percentages of on-time performance

b. Passenger Counts

The vendor shall describe in detail the reports available with the CAD/AVL component, including sample reports.
The reporting sub-system shall have a menu available to authorized users to manually generate canned reports. Where appropriate, the system shall provide authorized users with a canned Report Wizard that will let the user select filtering data such as:

- Driver ID(s)
- Vehicle ID(s)
- Time Data Ranges
- Time of day ranges
- Route(s)
- Passenger counts
- Combinations of the above

These selections will be used to refine the data the each report will use. It is the goal of Rover that these selection criteria are available so that it would be possible to look at specific subsets of data.
NOTE: Each of the above reports shall be run from the Report Wizard described above to limit the data it reports on.

3. Route and Schedule Data

The system should capture at minimum, the following Route and Schedule Data

Routes

Patterns

Trips

Stops

Time-points

Arrival/Departure times

The information shall be used by the CAD/AVL system to determine vehicle schedule adherence.
The schedule adherence shall be communicated to the CAD/AVL server for display on the CAD/AVL workstations. Actual arrival and departure times shall be communicated to the CAD/AVL server in near real-time over the cellular wide area network. Rover requires all stops with associated time points to be mapped and integrated into the system. The vendor shall describe in detail how this schedule data is entered into the system.

h. Quantities

The system shall provide adequate materials to provide service to eleven (11) transit buses, three (3) support vehicles, one transfer hub, Fleet Maintenance/Rover Operations office (1) and City Hall (1) locations as previously described. As well as the capability to expand to the future Passenger waiting/Administrative Training facility,

i. Training

The proposer shall describe in detail the training plan for Rover staff, for all equipment installed as follows:

1. Describe proposed training plan and timeline to train operators, dispatchers, supervisors and maintenance personnel.
2. Describe plan for hardware/equipment and vehicle installation training for maintenance personnel or others.
3. Describe training plan for administrators and support staff
4. Describe “Train the Trainer” and web based training if available
5. Describe on-going training and support plans for new hires and refresher training.

Rover staff currently consists of 1 Administrator, 2 Managers, 15 Transit Operators and one support staff person.

2.2.5 **Quality Assurance**

a. Experience

Manufacturer shall have a minimum of 3 years experience in the design, installation and manufacture of ITS systems.

b. Approved Equals

Requests for approved equals must be fully supported with catalog information, specifications and illustrations or other pertinent information as evidence that the substitute offered is equal to or better than the specification. Where an

approved equal is requested, the proposer must demonstrate the equality of this product to the City of Murfreesboro to determine whether the proposer's product is or is not equal to that specified. The City of Murfreesboro shall be the sole judge as to the adequacy of the approved equal.

2.2.6 **Submittals**

Vendor must submit manufacturer's statement of certification that materials meet or exceed minimum specifications.

2.2.7 **Pricing**

Pricing shall be on a per-unit basis and denoted on the Bid Form provided in Section 3 of this ITB. The Bid form may not be modified. Vendors may attach an information sheet if they feel more detail is needed.

2.2.8 **Delivery and Storage**

Delivery location at specific point in Murfreesboro shall be specified at a later date.

2.2.9 **Time of Completion**

The **Intelligent Transportation Fixed-Route Management /Real Time Passenger Information System** installation shall commence after the delivery of the new 23 seat buses, expected no later than June 30, 2013.

2.2.10 **Warranty and Replacement Parts**

Manufacturer warrants that components of the system will be free from defects in parts and manufacture for a period of 3 years. Manufacturer shall maintain inventory of replacement parts for a minimum of seven (7) years following delivery and installation of intelligent transportation system.

2.3 ALL FEDERALLY REQUIRED CLAUSES FOR MATERIALS AND SUPPLIES

2.3.1 Buy America Certification (Steel and Manufactured Products)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than $100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

2.3.2 Energy Conservation

All Contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

2.3.3 Clean Water

All Contracts and Subcontracts over $100,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with FTA assistance.

2.3.4 Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over $100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

2.3.5 Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000) The following access to records requirements apply to this Contract: 1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. 2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) 1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000. 3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. 4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) 1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. 5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. 6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11). FTA does not require the inclusion of these requirements in subcontracts.

2.3.6 Federal Changes

All Contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

2.3.7 Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with FTA assistance.

2.3.8 Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

2.3.9 Contract Work Hours & Safety Standards Act

Applicability – Contracts over $100,000 (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 40 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 40 hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (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 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section. (3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 para. (2) of this section. (4) Subcontracts - 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. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

2.3.10 No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000) (1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.3.11 Program Fraud or Fraudulent Statements or Acts

Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate. (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n) (1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.3.12 Termination

Applicability – All Contracts over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $100,000 a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient’s property, contractor shall account for same, and dispose of it as the recipient directs. b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later

determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience. c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default. d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient’s convenience. g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient’s convenience. h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from

contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if: 1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience. i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience. j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

2.3.13 Government Wide Debarment and Suspension (Non Procurement)

Applicability – Contracts over $25,000 this contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, 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 bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.3.14 Contracts Involving Federal Privacy Act

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

2.3.15 Civil Rights

All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000) The following requirements apply to the underlying contract: (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue. (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42

USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue. (b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue. (c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue. (3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

2.3.16 Breaches & Dispute Resolution

All contracts over $100,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.3.17 Disadvantaged Business Enterprises

Contracts over $3,000 awarded on the basis of a bid or proposal offering to use DBEs a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate

contract goal for DBE participation has been established for this procurement, it is listed elsewhere. b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work. f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

2.3.18 Incorporation of Federal Transit Administration Terms

All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000). The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

2.3.19 Drug & Alcohol Abuse and Testing

Operational service contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000) The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

2.3.20 Full & Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

2.3.21 Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h) (2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

2.3.22 Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq. January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

2.3.23 Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

2.3.24 Notification of Federal Participation

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

2.3.25 Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

2.3.26 Ineligible Contractors & Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

2.3.27 Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

2.3.28 Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

2.3.29 Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.3.30 Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

2.3.31 Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

2.3.32 Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

2.3.33 Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

2.3.34 Federal Single Audit Requirements

Non Federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

2.3.35 Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity. The funds for this ITS procurement have been received under US 5307 ARRA Urbanized Area Funding, CFDA # 20.507, Federal Transit Administration Grant No. TN-96-X010-01.

2.36.36 CFDA number for the Federal Transit Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

CERTIFICATION OF COMPLIANCE

The bidder hereby certifies that it will meet the requirements of the applicable regulations of **Section 2.3 ALL FEDERALLY REQUIRED CLAUSES FOR MATERIALS AND SUPPLIES.**

Date: _____

Signature: _____

Company Name: _____

Title: _____

REQUIRED CERTIFICATIONS

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and 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.

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

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

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date __/__/__

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over $25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

Suspension and Debarment
This contract is a covered transaction 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 bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____

Signature of Authorized Official _____ Date ___/___/___

Name and Title of Contractor's Authorized Official _____

BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

General Requirement (as stated in 49 CFR 661.5)

(a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.

(b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

(c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.

(d) For a manufactured product to be considered produced in the United States:

(1) All of the manufacturing processes for the product must take place in the United States; and

(2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of **Compliance** with Buy America Requirements.
The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company_____

Name_____ Title_____

Signature_____ Date_____

Certificate of **Non-Compliance** with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company_____

Name_____ Title_____

Signature_____ Date_____

3. BID FORM

Fixed Route Management System / Real Time Passenger Information System

All prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to make this system operational, freight, delivery, installation, and training instructions. Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax.

Explain type of warranty, length, coverage provided, bidder and purchaser liabilities and any associated costs. Specify any additions to the warranty coverage above the limits set forth in the attached specifications (attach additional pages if necessary).

State the name and location of the nearest authorized factory service facility or provider.

For exceptions, if any, attach a separate sheet listing any exceptions to the specifications, with an explanation as to why the exception is equal to or better than the specification. Bidders may also submit with the bid a detailed description and specifications of the product(s).

Awarded bidder will honor price(s) for other local governments.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted it will furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

Item	Mfr./Model	Price Each	Qty.	Total
1.	Automatic Vehicle Locaters/ Mobile Data Computers	$_____	14	$_____
2.	LED Monitors 55” minimum screen	$_____	2	$_____
3.	Scrolling Real Time Passenger Information Sign	$_____	1	$_____
4.	Desktop Hardware and Software	$_____	4	$_____
5.	Vehicle Logic Units (VLU)	$_____	14	$_____

Item	Mfr./Model	Price Each	Qty.	Total
6.	Server Hosting/Maintenance (yearly)	$_____	3	$_____
7.	Installation	$_____	1	$_____

Total Bid Price: $ _____

THIS BID RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Firm:

_____

Form of Business:

_____

Authorized Signature and Date:

_____

Name Printed and Title:

_____

Address:

_____

_____

Telephone Number:_____ Fax Number: _____

E-Mail: _____

Delivery Date:_____

4. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the City. Please send this information to the City's contact person listed above via mail or fax. The City will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid Title _____

Company name _____

Mailing address _____

_____

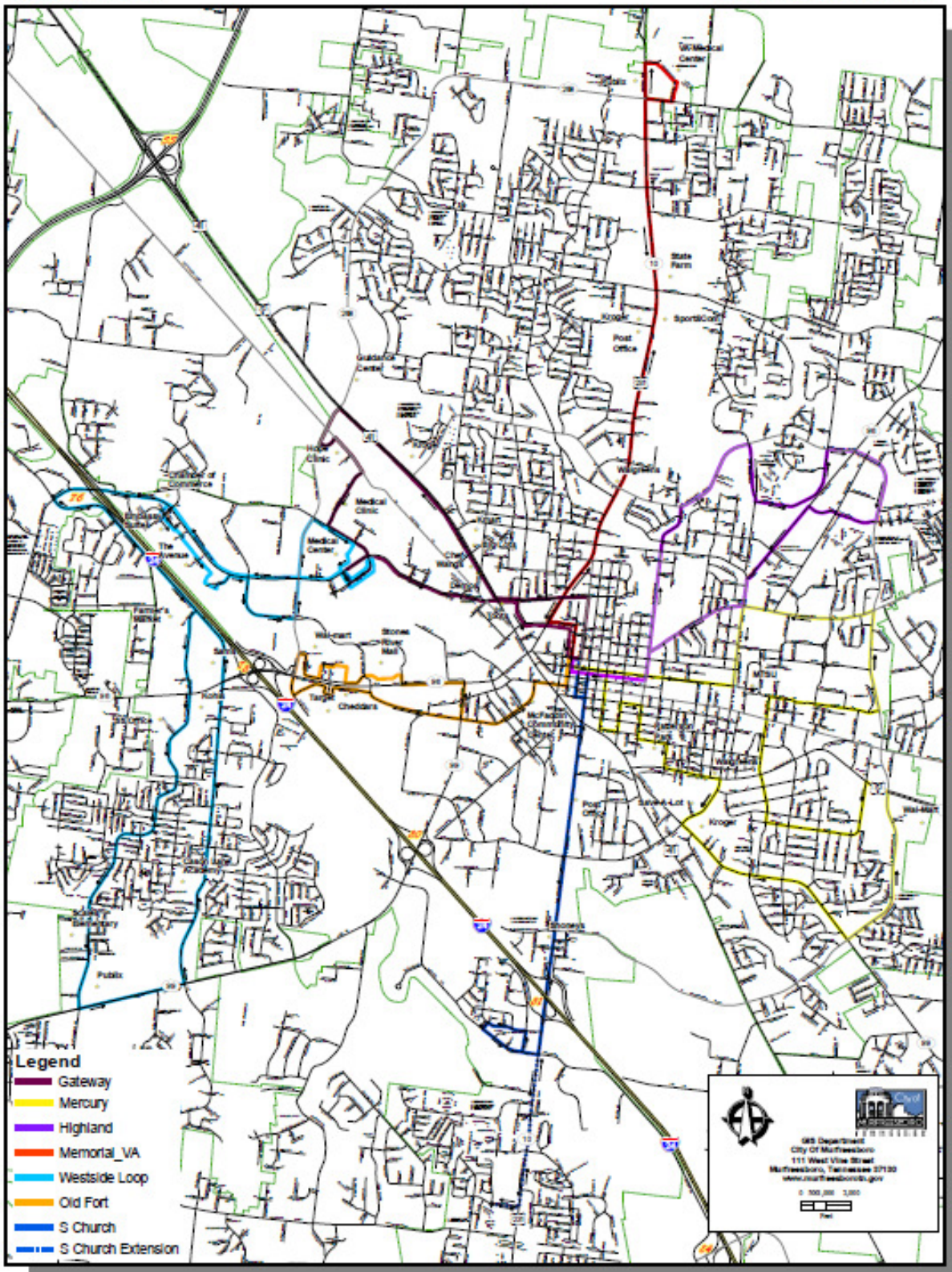
Phone number _____

Fax number _____

Company Contact Person _____

Map Document: (G:\traffic\Rover_Data\NellieWorkMap.mxd)
12/13/2012 -- 12:31:01 PM

Rover Routes



ATTACHMENT B

SAMPLE CONTRACT

CONTRACT BETWEEN

CITY OF MURFREESBORO

AND

[INSERT CONTRACTOR NAME]

This contract is entered into on this [INSERT DATE], by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **[INSERT CONTRACOR NAME]**, [INSERT TYPE OF ENTITY] of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- ***Invitation to Bid issued _____***
- ***Bid specifications issued _____***
- ***Contractor's Bid Response dated _____***
- ***This Contract***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
- ***This Contract***
- ***Invitation to Bid & Bid Specifications***
- ***Contractor's Bid Response***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and install and City agrees to purchase Passenger Waiting Shelter for Transfer Hub and Contractor agrees to provide the services as set forth in the attached Bid Form and Specifications.

2. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties.

3. **Payment and Delivery.**

   3.1. Payment will be made by the City after goods and/or services have been received, installed, accepted, and properly invoiced. Invoices must bear the purchase order number.

   3.2. All items must be delivered and installed within 61 calendar days of bid award. Forty-eight (48) hours advance notice should be given prior to delivery and installation. With delivery, any required installation shall begin and continue day to day until complete.

3.3. Deliveries of all items shall be made as stated in the ITB and bid specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

3.4. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.

3.5. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of _____.

5. **Warranty.** Unless otherwise specified every item bid shall meet the warranty requirements set forth in the specifications. [INSERT CORRECT WARRANTY LANGUAGE]

6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at anytime after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.

8. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.

9. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) calendar day's written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

11. **Notices.**

11.1. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention

of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.

11.2. Notices to Contractor shall be mailed or hand delivered to Contractor, [INSERT CONTRACTOR NAME & ADDRESS]

12. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

13. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.

14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

15. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

18. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:

    18.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,

    18.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including it sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

18.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

19. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.

20. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.

21. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor and/or City.

23. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

24. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

25. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

26. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

27.1 Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

27.2 Notices to Contractor shall be sent to:

***Contractor*:** [INSERT CORRECT INFORMATION]
Attention:
Address:

27. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

CITY OF MURFREESBORO

By:_____
Tommy Bragg, Mayor

Approved as to form:

_____
Susan Emery McGannon, City Attorney

_____
Kelley Blevins Baker, Staff Attorney

CONTRACTOR NAME
[TYPE IN THE NAME OF THE COMPANY]
SAMPLE CONTRACT DO NOT SIGN

By:_____
[INSERT NAME & TITLE OF SIGNING AUTHORITY FOR CONTRACTOR]

STATE OF _____)
: ss
COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, or other officer authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and seal this ____ day of _____, 20___.

_____
Notary Public

My Commission Expires:_____

ATTACHMENT C

STATE OF _____

COUNTY OF _____

BIDDER AFFIDAVIT ON COMPLIANCE
WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

1. it has received a Certificate of Compliance with the applicable proportions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
2. it operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005 and 3006 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the City.

_____
Name of Bidder

_____
Printed Name and Title of Principal Officer

_____
Signature by Principal Officer

Sworn to and subscribed before me a Notary Public for the above state and county, on

This _____ day of_____, 20___.

_____
Notary Public

My Commission Expires _____

ATTACHMENT D

BOND FOR PERFORMANCE AND PAYMENT

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

KNOW ALL BY THESE PRESENTS:

That we, _____(hereafter called the "Principal"), and _____, a corporation duly qualified and authorized under the laws of the State of Tennessee to act as surety on bonds (hereinafter called the "Surety"), are held and firmly bound unto the City of Murfreesboro, Tennessee, a municipal corporation created and existing under the laws of the State of Tennessee (hereinafter called the "Obligee"), in the penal sum of _____ Dollars ($_____), lawful money of the United States of America, to be paid to the Obligee as aforesaid, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20_____, for the construction of the [INSERT TITLE OF PROJECT], a copy of which is hereto attached and made a part hereof, the same as if set forth fully herein;

NOW, THEREFORE, if the Principal shall in all respects well, faithfully and fully perform the terms and conditions of said Contract on its part and shall pay the said Obligee all costs, damage and injuries sustained by said Obligee by reason of any failure on the part of the said Principal to fully perform said contract and shall indemnify and save harmless the Obligee from any and all liability of any nature, kind and character which may be incurred in the performance or fulfillment of such contract or other such liability resulting from negligence, or otherwise on the part of such Principal, and shall reimburse and repay the Obligee for all expenditures of every kind, character and description which may be incurred by the Obligee in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract, and further shall promptly pay in lawful money of the United States of America all persons supplying the said Principal or any subcontractor with labor, materials, and supplies used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall become null and void, else to remain in full force and effect.

Any failure or default on the part of the Principal in the payment of any lawful claim, or any person supplying the said Principal or any subcontractor with labor, material and supplies used directly or indirectly as aforesaid in the prosecution of the work provided for in said Contract, shall give such person a direct right of action against the Principal and Surety under this obligation; provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one (1) year from the date on which final payment under Contract falls due. It is further covenanted and agreed that any alteration or addition made under said Contract or in the work to be performed thereunder or the granting of any extension of time for the performance of the Contract or any other forbearance by or on the part

of either the Obligee or the Principal shall not in any way release the Principal and the Surety, or either of them, their executors, administrators, successors or assigns, from any liability hereunder. Notice to the Surety of such alterations, extensions, or forbearance is hereby expressly waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

IN WITNESS WHEREOF, the said _____ as Principal, has hereto set its hand, and the said _____, as Surety, has caused these presents to be signed in its name by its attorney in fact, under its corporate seal, this the _____day of _____, 20____.

Signed, sealed and delivered in the presence of:

ATTEST:

_____
(Principal)

_____

By:_____

(As to Principal)

_____
(Surety)

_____
(As to the Surety)

By:_____
Its Attorney in Fact