CHATHAM AREA TRANSIT AUTHORITY

REQUEST FOR PROPOSALS
FOR
PROJECT NO. 2013-05

Digital Paging System

January 22, 2013
PUBLIC NOTICE
CHATHAM AREA TRANSIT AUTHORITY

REQUEST FOR PROPOSAL NO. 2013-05
Digital Paging System

Notice is hereby given that the CHATHAM AREA TRANSIT AUTHORITY (CAT) is seeking proposals for the following services and equipment:

Description: Chatham Area Transit Authority (CAT) is soliciting proposals from vendors to provide a complete digital paging system.

Proposals: Proposal Packages are available at 900 E. Gwinnett Street, Savannah, Georgia, 31401 or online at www.catchacat.org. Phone: 912-629-3909, fax 912-944-6058, Email: terri.harrison@catchacat.org

Questions: All questions must be submitted in writing to: Terri Harrison, Chatham Area Transit Authority, 900 E. Gwinnett Street, Savannah, Georgia, 31401. Email: terri.harrison@catchacat.org Phone: 912-629-3909

Proposal Deadline: 2:00 p.m., February 22, 2013, CAT Office, 900 E. Gwinnett Street, Savannah, Georgia, 31401


Disadvantaged Business Enterprise (DBE) Requirements:
CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE’s in all aspects of competition, award and administration of federally funded contracts.

Notice to all offerors is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No offeror will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions. Proposal will be evaluated based on firm’s experience and capabilities, response to requirements, project implementation, project price and DBE participation. Final award will be based on the best value provided to CAT.

CAT reserves the right to accept or reject any and all proposals submitted.

Chadwick Reese
Executive Director, Chatham Area Transit Authority
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I. General Information and Instructions:

1.1 Introduction

The Chatham Area Transit Authority (hereinafter referred to as “CAT”) is seeking proposals to provide a complete digital paging system as part of a Unified Communications and Infrastructure Surveillance System which also includes a turnkey VOIP phone system for two locations, weather and vandal-resistant 911 Emergency phones installed in the new Transit Center and a CCTV Surveillance system. CAT requires systems that will provide real time information to not only transit staff to support operational activities; but also transit riders as required. The proposed systems are expected to address key areas of concerns for CAT so that reliable communications, improved service delivery as well as effective and reliable security and surveillance can be achieved. Vendor Selection will be based on a combination of pragmatic solutions, ease of integration, utilization of latest technology and equipment, as well as design and price which is in the best interest of CAT transit.

Award of any contract will be made to the firm whose proposal is most advantageous to CAT. CAT reserves the right to reject any or all offers or any parts thereof, when necessary for the protection of the interest of the Authority. All offerors are notified that Disadvantaged Business Enterprises (DBE’s) are encouraged to submit responses to this request. The contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

All offerors will be required to certify that they are not on the Comptroller General’s List or any DOT List of Ineligible Contractors or that the facilities to be utilized in the performance of this project have not been listed on the Environmental Protection Agency’s List of Violating Facilities.

1.2 Pre-Proposal Conference

Proposers are strongly encouraged to attend the pre-proposal conference. A pre-proposal conference will be held Thursday, January 31, 2013, 10:00 a.m. at Commission Meeting Room, 2nd Floor, Old Chatham County Courthouse, 124 Bull Street, Savannah, Georgia.

Terms, conditions, and scope of work will be reviewed and discussed. Technical questions will not be addressed but will be answered in writing and sent to all Proposers.

A limit of three persons per proposer will be allowed to attend the conference.
1.3 **Procurement Timetable**

Please refer to the Procurement Timetable below which contains a list of key procurement milestones and associated dates.

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<td>01/22/2013</td>
<td>RFP issued</td>
</tr>
<tr>
<td>01/31/2013</td>
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</tr>
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<td>02/07/2013</td>
<td>Vendor questions due</td>
</tr>
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<td>02/11/2013</td>
<td>CAT response to vendor questions</td>
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<td>Vendor proposal responses due</td>
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<tr>
<td>03/07/2013 – 03/08/2013</td>
<td>On-site demos for short-listed vendors</td>
</tr>
<tr>
<td>03/19/2013</td>
<td>Board approval</td>
</tr>
<tr>
<td>03/27/2013</td>
<td>Contract execution completed</td>
</tr>
<tr>
<td>04/01/2013</td>
<td>Notice To Proceed issued</td>
</tr>
<tr>
<td>04/10/2013 – 05/10/2013</td>
<td>Preliminary Design Review (PDR), Final Design Review (FDR), Factory Acceptance Testing (FAT) completed</td>
</tr>
<tr>
<td>05/13/2013</td>
<td>Pilot starts (10 phones combination at Operations and Maintenance Center and Transit Center + 4 phones for Customer Call Center + 6 CCTV cameras at Operations Center and 6 at Transit Center)</td>
</tr>
<tr>
<td>05/30/2013</td>
<td>Pilot completion</td>
</tr>
<tr>
<td>07/31/2013</td>
<td>Full Project completion</td>
</tr>
<tr>
<td>08/15/2013</td>
<td>Completion of minor punch-list items</td>
</tr>
<tr>
<td>08/30/2013</td>
<td>Full System Acceptance</td>
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1.4 **Submit Proposal to:**

CAT will receive proposals until **2:00 p.m. on February 22, 2013**. Any proposal delivered to CAT after the time specified will not be considered and will be returned to the proposer unopened.

One original and four copies of the proposal must be mailed or hand delivered to:

Terri Harrison, Chief Financial Officer  
Chatham Area Transit Authority  
900 E. Gwinnett St.  
Savannah, GA 31401  
(912) 629-3909

1.5 **Proposal Form Requirements**
All offers must state the full and correct name, address, and capacity of the offerors. If the offeror is an individual doing business under another name, the proposal shall so state. Partnerships, Joint Ventures, and Corporations shall sign as is appropriate for their type of business. Any erasures, corrections, or other changes appearing on the proposal forms must be initialed by the persons signing the proposal. CAT cannot accept any material marked confidential, trade secret or proprietary.

1.6 Inquiries

Should a proposer have questions, please contact in writing:

Terri Harrison, Chief Financial Officer
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA  31401
(912) 629-3909
terri.harrison@catchacat.org

Questions and Approved Equals should be submitted to CAT by 5:00 p.m. on February 7, 2013. Communication via facsimile will be considered a written inquiry. Communication via email will also be considered a written inquiry. ANY VERBAL COMMUNICATION IS NOT CONSIDERED CAT’S OFFICIAL RESPONSE.

1.7 Ethics and Lobbying Statement

CAT maintains a written code of ethics that governs the conduct of its employees and subcontractors. Any debarment and suspension certification pertaining to the proposer must be disclosed by attaching a copy of each to the proposal. Additionally, the successful proposer must complete the appropriate certifications relating to lobbying activities.

1.8 Indemnification

The service provider is solely responsible for and agrees to protect, defend, indemnify, and hold harmless Veolia Transportation, CAT Board of Directors, officers, agents, employees, and volunteers from and against all liability. Also, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by the service provider or its subcontractors. The service provider’s obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever; or any actual or alleged violation of trade regulations. Service Provider further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless CAT at his
sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker’s Compensation Act arising out of injuries sustained by any employee of the Service Provider or his subcontractors or anyone directly or indirectly employed by any of them.

1.9 Interest of Members of, or Delegates To, Congress

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

1.10 Ethics

It is CAT’s policy that all contractors shall be expected to have complied, and in the future to comply, with all ethics laws of the State of Georgia and to be free of conflicts of interest (as described in the following section) if awarded a CAT contract. Each proposer shall be deemed have acknowledged said policy. Any indication that a proposer has violated or given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest will cause rejection of that bid. Any indication that, once awarded a contract, a contractor has violated or has given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest may, in the sole discretion of CAT, constitutes grounds for termination of the contract.

1.11 Conflict of Interest

No Board Member, employee, officer or agent, or employee of such agent of CAT shall participate in the selection, the award of, or the administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

a. The Board Member employee, officer or agent, or employee of such agent;
b. Any member of his immediate family;
c. His or her partner; or

An organization which employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award.

CAT Board Members, officer, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential subcontractors or parties of subagreements.

CAT officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of subagreements.
1.12 **Privacy Act Requirements**

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

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.13 **Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by federal statute or regulations, CAT will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

1.14 **Geographic Restrictions**

Except as expressly mandated, encouraged or permitted by FTA or Federal statute, CAT will refrain from using state or local geographic preferences.

1.15 **Contractor Assurance**

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

1.16 **Confidentiality**

Contractor agrees that any and all information, in oral or written form, whether
obtained from CAT, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Contractor further agrees to keep in absolute confidence all data relative to the business of CAT and VT, their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of CAT.

1.17 Government Wide Debarment and Suspension

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. If this contract is less than $25,000 this clause does not apply.

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 clause contained in Attachment B is a material representation of fact relied upon by Chatham Area Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Chatham Area Transit Authority, 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.

1.18 SUBCONTRACTS

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

1.19 CONTRACT TERMINATION: DEBARMENT

A breach of the contract clauses in 29 CFR Section 5.5 may be grounds for termination on contract, and for Debarment as a contractor and a subcontractor
as provided in 29 CFR Section 5.12.

1.20 STATE AND LOCAL LAW DISCLAIMER

The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.

1.21 SUBMITTAL OF PROTESTS

1. Pre-Award Protests

Protests concerning these instructions, contract requirements, or the RFP procedures must be submitted in writing to CAT’s Executive Director, Chadwick L. Reese, PhD., not less than ten (10) days before the scheduled receipt of proposals. The protest must:

a) Site the RFP name and number;

b) Site the specific section(s) of this document that is being protested;

c) Include the date and a description of the violation; and

d) Contain a suggested remedy; include an explanation as to why the remedy is the appropriate course of action for CAT.

2. Post-Award Protests

Protests concerning the award of this proposal must be submitted in writing to the CAT Executive Director not less than five (5) working days after notification of the award. CAT will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original proposal has been awarded by the Board of Directors. In such cases, the decision to protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protests. The protest must:

a) Site the RFP name and number;

b) Site the specific section(s) of this document that is being protested;

c) Include the date and a description of the violation; and

Contain a suggested remedy; include an explanation as to why the remedy is the appropriate course of action for CAT.

1.22 Proposal Offer

Each proposal in the Authority’s hands at the time set for the proposal opening shall constitute an irrevocable offer for ninety (90) days and may not be withdrawn during that
1.23 Proposal Award

CAT reserves the right to reject any and all proposals, and part or parts of a proposal, waive any technicalities, and award any or all of the contract in a manner that is in the best interest of CAT. Contracts will be awarded to the highest ranked offeror when it is in the best interest of CAT.

In the case of goods, equipment, or services identified by a “brand name or equal” description, no preference will be given to proposals offering to furnish the name brands over those offering accepted equal value and quality, and vice versa.

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict proposers to the specific brand, make, manufacturer or specification named. Equivalent products, which have been designated "approved equals" by CAT or its agents, shall be acceptable. Proposer must submit to CAT a written request for approval of all equivalent products by the inquiry deadline.

1.24 Proposal Withdrawal

Offers may be withdrawn by submitting a written request to CAT before the time fixed for proposal opening. Withdrawal of an offer will not prejudice the right of the offeror to submit a new proposal, provided that the latter is timely received as provided above.

1.25 Single Proposal Situations

In the event a single proposal is received, the Authority will conduct a price analysis or a cost analysis of the proposal. The sole proposer must, if price cost analysis is conducted, cooperate with the Authority as necessary in order for its proposal to be considered, but shall have the option, in lieu of doing so, to withdraw its proposal.

1.26 Certifications

The proposer, by signing the proposal forms, certifies that the proposal is offered by a business that is fully licensed to do the work relating to the specifications herein.

1.27 Taxes

CAT is exempt from payment of federal excise and transportation tax and Georgia Sales and Use taxes. These taxes are not to be included in the proposal price. Tax exemption information, upon request, will be provided to the successful offeror upon award of the
contract.

1.28 Contract Termination

CAT reserves the right to terminate this contract in whole or in part after giving thirty (30) days written notice to the contractor upon non-performance, violation of terms, or for convenience of the Authority.

1.29 Assignments

The proposer shall not assign this contract, wholly or in part, without the prior written consent of CAT. No assignment shall relieve the contractor of any obligations under the contract.

1.30 Addenda

Any changes in these instructions or other requirements will be accomplished by a written addendum sent to all prospective proposers. All such addenda shall become a part of the contract. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive, and therefore rejected.

1.31 Prohibited Interests

No member, officer, or employee of CAT, the governing body of the Chatham County, Georgia, and/or member of, delegate to, the Congress of the United States shall, during his/her tenure, or for one year thereafter, have either a direct or an indirect interest in this contract or the proceeds thereof.

1.32 Audit & Inspection

The proposer agrees to allow CAT, the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination:

1.32.1 Inspect all work, materials, payrolls, and other data/records associated with the project; and

1.32.2 Audit the books, records, and accounts associated with the project.

1.32.3 In addition, the contractor must also agree to maintain all required records for a minimum of three (3) years after CAT makes final payments and all other pending matters are closed.

1.33 Notice to Proceed
The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded, proof of insurance has been received, and a Notice to Proceed is issued. If the successful proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

1.34 Evaluation of Proposals

Proposals received from contractors determined to be responsive and responsible will be evaluated by members of an evaluation committee in accordance with the criteria set forth below. The criteria are weighted by their relative degree of importance.

Cover Letter (0 Points)

Section 1: Introductory Summary of Firm’s Experience and capabilities including: (5 Points)

- Statement of qualifications – Include experience of the Contractor and personnel the Contractor assigns to manage this program. Include background information on Contractor’s company and financial strength.
- Contractor references - Please include three current references for which Contractor provided similar implementation services with information related to project initial budget, challenges, and completion dates.

Section 2: Response to Requirements of the Solicitation (45 points)

- Technical Approach and capability to implement requirements.
- Detailed plan on how the proposer will approach the project
- Summary of proposed solution for each system in the RFP.
- Provide details of equipment and software offered for the price proposed.
- Other items for consideration.

Section 3: Detailed project implementation approach, resource availability, and final implementation (20 points)

- Details on software and hardware implementation approach including interdependencies, risks and what is required in order to meet the timelines and budget.
Project plan to meet the major milestones and implementation dates
- Resource plan to support successful implementation of the project

Section 4: Price Proposal (20 Points)

Section 5: Disadvantaged Business Enterprise participation (10 Points)

- Certification as a Disadvantage Business Enterprise and use of DBE service providers will be considered.

1.35 Scope of Services

The contractor shall provide a turnkey solution consisting of design, installation, cabling, hardware, servers, software, connectivity, support and training for the installation and connectivity of a complete digital paging system that includes complete integration and testing with CAT’s VOIP phone system. Contractor should refer to Attachment A – Scope of Services for full description and requirements.

The contractor(s) shall provide this system as part of CAT’s Unified Communications and Infrastructure Surveillance which encompasses:

1) A turnkey VOIP phone system for two locations.
2) A complete digital paging system that includes complete integration and testing with the VOIP phone system indicated above.
3) Weather and vandal-resistant 911 Emergency phones installed in the new Transit Center.
4) A CCTV Surveillance system.

1.36 Federal Regulatory Requirements

Federal Regulatory Requirements applicable to this RFP are listed in Attachment B. Proposers must review, sign off on and submit this attachment with their proposal.
Attachment A
Scope of Services
Digital Paging System

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DIGITAL PAGING SYSTEM

1. GENERAL
   a. Related Documents

   Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section. The drawings are available upon request from the CAT Administrative Offices and will be distributed at the pre-bid conference.

   - Requirements of Division 26 and other Division 27 Specification sections apply to this Section.

2. SCOPE OF WORK
   a. Transit Center, CAT and Greyhound Platform Areas:

   The Digital Paging System must include all the necessary components including hardware, software, microphones, amplifiers, control equipment, network switches, speaker assemblies, cabling, etc. for a fully operational paging system.

   The system shall be a multi-function, announcement management system. Microprocessors and appropriate digital processing shall control the system’s operation and controls.

   The system shall be capable of management and control of all functions and hardware including:

   - Page stations, associated routing and priority structure.
   - Telephone page interfaces.
   - Distribution of emergency announcements (live and prerecorded).
   - Distribution of general announcements (live and prerecorded).
   - Distribution of background music and other audio sources.
   - Monitor/test/supervision functions.
   - Ambient noise analysis functions.
b. Integration and Testing:

As part of section 3.m.2, the contractor shall be responsible to ensure that the Digital Paging System is integrated and working in conjunction with the VOIP phone system. The contractor shall perform necessary testing to ensure the Digital Paging System functions properly for an individual, multiple or all zones for paging through the VOIP phone system.

As part of Section 3.m.1, the contractor shall demonstrate and test successful functionality for integrating the Digital Paging System with the CAD/AVL system currently under implementation at CAT. The contractor shall also provide all necessary APIs, programming and other necessary components at no additional charge to CAT which is required for this integration.

3. SYSTEM DESCRIPTION

a. General

The Digital Paging System shall be a complete system for amplifying sound signals from microphones and program sources and distributing them to loud speakers at various locations.

The Digital Paging System shall be integrated audio and visual communication system leveraging PC equipment and best-in-breed audio hardware and software technologies.

The Digital Paging System shall utilize a central head-end for system control and management. The central head-end shall manage all system functions including message scheduling, recording, playback, andarchiving, external system interfaces, digital storage of audio/visual announcements as well as messages in addition to control of distribution and device management.

The Digital Paging System shall support distribution of high quality digital audio over Ethernet for paging stations, message queueing,
emergency announcements, local announcements, background music, and scheduled messages.

The Digital Paging System shall support distributed PC-based visual controllers (i.e. PIDS [Passenger Information System] screens) to provide simultaneous textual equivalents and supporting graphics for any or all announcements and messages.

The Digital Paging System shall support the management of passenger-intended messages (i.e. a Courtesy Announcement) through a client application accessible or intelligent LAN-based paging station.

The Digital Paging System shall support the following message types:

- **A Scheduled Message** - typically professionally recorded and contained in a wave file (.WAV) that can be scheduled to play between start and end dates (or never end) by day of the week and/or time of day.

- **A Dynamic Message** - created by assembling complete messages from Message Assets (also known as takes or message parts). Which message assets are used is determined by variable data in the rail or bus information (or other) database and voice inflection based upon where, in the sentence, the asset is to be used (beginning, middle, or end). Software concatenates the message into a single wave file with a unique index.

- **A Courtesy Message** - a predefined message with input controls for variable data (i.e. passenger name) to be entered at the time of scheduling.

The Digital Paging System shall support text-to-speech (TTS) generation of scheduled messages, dynamic messages and courtesy announcements. Text-to-speech messages shall be generated for any message type that does not have proper message assets in the system or all courtesy based announcements.

The Digital Paging System shall allow messages with higher priorities to interrupt messages with lower priority. The Digital
Paging System shall provide a view of Active Routes, messages in the system which are scheduled to play and the order in which they shall play. Messages which are of higher priority will move to their proper location in the queue based upon priority. The play stack will queue messages based on the time they are scheduled to play and the priority of the message. In the case of an interruption, messages with higher priorities will interrupt the current lower priority message. In this case, the interrupted message will either re-queue (to play when the interrupted zone is available) or recycle (not play again until the next scheduled slot). This shall be a configurable message feature.

The Digital Paging System shall support integration with other IT systems such as AVL (Automatic Vehicle Location) system or a PIDS (Passenger Information Display System).

b. **Redundancy**

The Digital Paging System servers shall achieve software redundancy through virtualization, clustering, failover, or RAID configuration.

The Digital Paging System shall support amplifier monitoring, failover, and failback to one secondary amplifier channel. During a failover event, the Digital Paging System shall monitor the secondary channel as it actively powers the zone. Additionally, alerts for failure events shall be sent via e-mail with details of the event including device name, location, amplifier channel and the system conditions which caused the system to fail over.

The failover and monitoring system shall monitor both hardware and software elements. The software monitor shall manage all active services related to the Digital Paging System. This includes the server based applications, interfaces, database elements, web services and paging station applications.

System configuration settings shall be printable and stored in non-volatile system memory.

The entire Digital Paging System shall be “imaged” including all system configurations and settings, operating system and application settings, and input/output card configurations for automated disaster recovery.

c. **Messages**
The Digital Paging System shall support configurable pre-recorded messages. Pre-recorded messages shall not be constrained in total number or length of messages.

The Digital Paging System shall allow user configuration of message types and priority levels. The number of priorities shall not be restricted.

The Digital Paging System shall allow messages to be configured as either audio, visual (text and graphics), or both. Messages that are both audio and visual must begin simultaneously and the spoken word shall be in the middle 1/3 of the screen.

The Digital Paging System shall allow users to select background color, font, font color, and font size for visual messages and graphics (jpeg, bmp, gif, or png) if desired.

The Digital Paging System shall allow messages and announcements to be assigned to paging zones or zone groups.

Associated prerecorded messages shall be triggered by the AVL system.

The Digital Paging System shall support full paging control via Voice Over IP (VOIP) or telephone interface card technology including, live paging, record and playback paging. Telephone paging can be based upon user PIN access.

All messages in the system shall be fully audited based on location and/or user. All messages can be reviewed and played back in the system as recorded .wav files.

d. Administration

The Digital Paging System Administration Console shall allow the system administrator to manage all aspects of digital paging system from one application including hardware management, audio management, user and system administration, reporting, diagnostics, and bus information interface.

The Digital Paging System Administration Console shall be a 32-bit Microsoft .NET application, developed to Microsoft standards of development which allows system administration through a graphical user interface with collapsible submenus and tabbed navigation for open screens.
The Digital Paging System Administration Console shall be licensed site-wide and may be installed on more than one PC workstation.

The Digital Paging System Administration Console shall connect to the paging server and audio equipment via Ethernet allowing users to administer the paging system remotely.

The Digital Paging System Administration Console shall be password protected requiring user name and password authentication. Once logged in, users are restricted to what their permissions allow.

e. Zones

The Digital Paging System shall be capable of assigning any paging station to any paging zone(s) without hardware changes.

The Digital Paging System shall be capable of dynamically grouping paging zones without hardware changes.

The Digital Paging System shall not constrain the number of zones that may be created.

Zones shall be named and presented to users with descriptive alphanumeric names.

The Digital Paging System Administration Console software shall allow users to select any zone or zones in the Digital Paging system and listen in near real-time via the computer’s sound card over the local area network.

Zones shall be as follows:

- Waiting
- Departure
- CAT Platform.
- Greyhound Platform.
- CAT Offices.
- Greyhound Offices.

f. Diagnostics

The Digital Paging System shall support continuous monitoring of critical system information for hardware device including servers, audio controllers, amplifiers, matrix mixers, paging stations, and powered loudspeakers via the Administration Console.
The Digital Paging System support continuous monitoring of critical system software via the Administration console.

The Digital Paging System shall provide configurable diagnostic information and automatic notification via e-mail to any e-mail address (i.e. the system administrator(s) and software manufacturer).

**g. Reports**

The Digital Paging System shall provide a comprehensive set of reports, including, but not limited to:

- Route Lookups
- Route Changes
- Priority Changes
- Input Changes
- Microphone History
- Message History
- Output Changes
- Message Auditing

The Digital Paging System shall provide the capability to query the database to create custom reports with any third party report generator.

**h. Paging Stations**

The Digital Paging System shall not constrain the number of paging stations that may be configured.

The Touch Screen Networked Paging Stations shall have configurable menu structure and data elements on a per device basis. The Digital Paging system shall provide a configuration utility to design, manage and control menu and data elements. The Digital Paging System shall support the creation and management of boarding sequences. Boarding sequences shall have a countdown to next message, stop, cancel, pause, repeat, and play button capability.

The Touch Screen Networked Paging Stations shall manage multiple slips from a single device with multiple parent-to-daughter microphone configurations. A maximum of one parent microphone and three daughter microphones can be configured in the system for each Touch Screen Networked Paging Stations.
One Touch Screen Networked Paging Station shall be provided for CAT.

Four-button microphone station shall be provided for Security. If a user logs into multiple paging stations, paging stations shall synchronize (i.e. stations are awaiting next, pause, stop, and cancel commands on the current message).

The Digital Paging System shall support three options for a zone busy condition:

- The Touch Screen Networked Paging Stations shall automatically record the user message and load it into the play stack queue for playback.

- User shall be presented with an option to record their message for playback when the zone is available. This message shall be user configurable per paging station.

- The user shall choose to exit from the menu items until the zone is available for live communication.

The Digital Paging System shall support both live and recorded (for playback) messages from Touch Screen Networked Paging Stations. Users shall only be able to play back recorded messages to permissible zones.

Touch Screen Networked Paging Stations shall present functionality based upon the permissions assigned to the user logged into the paging station.

The Touch Screen Networked Paging Stations shall support one-button paging if user logins are not required (live local paging). The Paging Station shall support (1-12) button preset zone paging for live and recorded paging.

User logins shall be configured in three options:

- Alpha numeric login with username and password.
- Numeric pin login.
- No login.

Touch Screen Networked Paging Station scan shall support PIDS and AVL integration command and control. The Touch Screen Networked Paging Station shall update PIDS data. Functionality shall include: actual time changes, slip changes, status changes...
and claim changes. These are default field variables, but the system shall manage any bus related data changes the system provider allows based on available interface restrictions.

i. **Message Manager**

The Digital Paging System shall have, as part of the Administration Console, a software based, visual design tool (VDT), that shall allow users to create custom messages for use in scheduled messages, dynamic messages, and courtesy announcements from a library of more than 2,200 professionally recorded words and phrases and a variety of off-the-shelf text-to-speech voice products.

The Message Manager application shall provide an integrated rules engine to allow users to apply unlimited value, AVL trigger and/or time based rules to any dynamic message. For example if any bus status changes to “cancelled”, play this message, or if bus status changes to “arrived”, wait seven minutes then play this “Welcome Bus 123”.

The Message Manager application shall contain a library of more than 2,200 Message Assets (words and phrases) common to the transportation industry, recorded as beginning, middle, and ending inflections for use in building dynamic messages.

The Message Manager interface shall allow users to drag Message Assets onto a timeline to create complete messages. The application shall dynamically assign the proper beginning, middle, or ending inflection based upon its placement in the message.

The Message Manager application shall allow users to create text-to-speech messages with dynamic elements populated from a bus information database or from user input, for use as pre-defined courtesy announcements or regularly scheduled messages. Users shall be able to fine tune messages with tools such as natural pauses to create more natural sounding speech and tones alerting listeners to forthcoming message.

The Message Manager application shall automatically generate a textual equivalent and duration for the message that is created. If a .wav file is imported into the Digital Paging system, Message Manager shall allow the user to assign a textual equivalent to the file for use in the visual paging application.

Message Manager shall allow users to preview audio and visual messages through local computer speakers. Users shall be able to manually insert dynamic data elements which will ultimately be
dynamically generated once in production (bus, slip number, etc.) by selecting them from a drop-down list.

The Message Manager shall allow users to create a message sequence; one or more messages in a row with time buffer in between each message. Examples can include the same message in three different languages or three distinct but related messages such as four distinct safety messages. The message sequence then can be scheduled using one set of message parameters.

The Message Manager shall allow users to schedule messages by day of the week and the frequency of the message, repeat by minute or hour. The message can be scheduled to play for a specified period of time, based on date and time of day, or indefinitely.

Users shall be able to record their own messages and Message Assets with a specially outfitted paging station (higher quality microphone and proper access to the recording application) which shall allow them to record and define how messages will be played in the system.

j. Archiving

The Digital Paging System shall store an archive of all messages in the central database, whether they are live or recorded. Archived messages shall contain all details of the message including time, user, location, and duration. Archived messages can be replayed in the Administration Console on a PC with speakers. Archive duration and purge routines shall be user-defined in terms of days.

k. Security

The Digital Paging system shall require users to login to its applications with a secure user name and password, PIN, or neither.

The Digital Paging system shall allow user groups to be created which control user permissions including permissible zones, zone groups, messages, message sequences, paging station access, and software functionality. The Digital Paging System shall allow individual users to be assigned a user group.
The Digital Paging system shall toggle between single and multiple users login modes.

The Digital Paging system shall support the use of Lightweight Directory Access Protocol, or LDAP to pass network login credentials from Active Directory, to the system for user authentication.

I. Ambient Noise Compensation

The Digital Paging System shall provide for ambient noise compensation that allows users to adjust playback volume up or down based upon the level of ambient noise. Ambient noise adjustment shall be handled in one of three ways:

- **[Hardware Based]** Automatic ambient noise analysis compensation via ambient noise sensing via single or multiple microphones - Multiple sensing microphones within a given zone that has varying ceiling heights has sensitivity and mixing adjustments on each microphone channel. Ambient noise sensing controls shall amplify SPL levels by independent zones based on a time and frequency weighted averaging of ambient noise within any given zone area. Time and frequency weighting shall be user selectable.

- **[Software Based]** Time based Ambient Noise Compensation shall allow for automatic adjustment of volume levels within any zone based upon user defined schedule. For example, turn up the volume in waiting at 6:30 a.m. and turn it back down at 12:30 p.m.

- **[Software Based]** Manual override shall allow users to manually set the volume in any zone from the Administration Console. All volume adjustments shall be handled manually in this mode.

m. Integration

1) The Digital Paging system shall be fully integrated with any standard-based PIDS and AVL through an open standards-based interface. The Digital Paging System shall define interface specifications and approach for bi-directional exchange of data between systems.
The information display system and Digital Paging Systems shall be built upon a common architecture (server technologies, operating systems, communication protocol, and a LAN communication infrastructure) to promote interoperability. Both systems shall be capable of running on the same server.

The integrated system shall be capable of generating both visual and audio messages based upon real-time bus data. Audio messages shall be generated from bus data using text-to-speech technologies or pre-recorded phrases.

2) The Digital Paging system shall be fully integrated with the VOIP phone system, part of CAT’s Unified Communication and Infrastructure Surveillance System, through an open standards-based interface or other interface that is approved by CAT. The Digital Paging System shall define interface specifications and approach for exchange of data between systems.

Any APIs, other interface related programming and any required components shall be provided to CAT.

n. Simultaneous Audio and Visual Equivalent (SAVE)

The Digital Paging System shall support synchronous visual display of the textual equivalent to any active audio message. This functionality (SAVE) shall provide support for ADA compliance by providing equal access to the audio messages in a clear concise visual display.

The SAVE Application shall run in an independent application thread that is non-intrusive to existing applications on the Digital Paging System. It shall be deployed on a dedicated display (Bus information system or advertising screen) or a workstation with access to the public address network.

The Digital Paging System shall present a textual equivalent of audio messages horizontally or vertically as a smooth scroll, stepped-scroll (closed captioning), or stationary.

The SAVE application shall adjust its scrolling speed based on the length of the message and the font size of the text to keep the spoken of the message in the middle 50% of the screen.
All digital messages in the system can be configured to display on the devices. Each message can have its own visual properties. SAVE Messages can be assigned to a specific display device or to all devices within a paging system zone. Therefore, devices shall be assigned to audio zones and can have multiple assignments based on location. Multiple assignment devices shall follow the same play stack and priority message rules and guarantee delivery of the message if the message is stacked.

The SAVE application shall support the display of images to be displayed with any audio files. The system shall support static images including JPEG, PNG, GIF or BMP, Flash animations, and video file formats including Flash or any Microsoft Windows Media supported file types.

Provide new speakers and cabling as shown on the plans.

4. **SUBMITTAL REQUIREMENTS**

   a. **General**

      Submit the following in accordance with Conditions of Contract, Division 1, 26 and 27 Specification Sections. Referenced drawings are available upon request from the CAT Administrative Offices and will be distributed at the pre-bid conference.

   b. **Shop Drawings**

      Submit complete sets of shop drawings including:

      Manufacturer’s product data for each type of product specified.
      Details of the digital paging system including, but not limited to the following:

      - Rack layouts
      - Input stations
      - Amplifier sizing calculations
      - Dimensional information
      - Submit scale system layouts using the architectural floor plans to show cable types, zone configurations, equipment locations, etc.
      - Block diagrams showing major components and interfaces.
      - Wiring diagrams detailing wiring for power, signal, and control differentiating clearly between manufacture’s installed wiring and field wiring. Identify terminal numbers and wiring color codes to facilitate installation, operation and maintenance. Identify wiring to other systems.
c. **Record Documents**

Provide record documents in accordance with Divisions 1, 26 and 27 Specification Sections.

5. **QUALITY ASSURANCE**

a. **Manufacturer’s Qualifications**

Manufacturers regularly engaged in the manufacturer of professional quality public address systems, components and accessories, of types, capacities and characteristics required, whose products have been in satisfactory use in similar service for not less than 5 years.

b. **Supplier’s Qualifications**

Supplier shall be an experienced product supplier who is the factory authorized sales and service representative for the manufacturer, who is regularly engaged in the design and installations of such systems, and can oversee the installation, trouble shooting and final connections.

The supplier shall be located within 50 miles of the installation site.

Supplier has represented the manufacturer of the system and components being installed for at least 5 years.

The supplier shall have a minimum of 2 factory certified technicians. Copies of the certifications shall be included with the submittals.

c. **Installer Qualifications**

Installer shall have at least 5 years of experience installing public address systems similar to the system specified here.

Refer to Division 1 Section “Definitions and Standards” for definition of experienced installer. Upon request, installer shall provide evidence of such qualifications to the Engineer.

- **Electrical Component Standard:** All work shall comply with applicable requirements of NFPA 70.
- **All system and components shall be Underwriters listed and labeled.**
Compliance: System and components shall comply with the following standards:

2. Loudspeaker, Dynamic Magnetic Structures and Impedance, EIA-299-A.
3. Racks, Panels, and Associated Equipment, EIA-310-A.
5. Speakers for Sound Equipment, SE-103.
7. Requirements of UL 50.
8. FTA Buy America

d. Warranty

The system shall be covered by a one (1) year labor warranty from the date of system acceptance. All components of the manufactured digital paging system shall be warranted for 5 years from the date of system acceptance.

6. DELIVERY, STORAGE, AND HANDLING

Products shall be delivered in factory containers and stored in clean, dry space in original containers. Products shall be protected from fumes and construction traffic and handled carefully to avoid damage.

7. PRODUCTS

a. General Equipment

RACK ENCLOSURES: All rack-mount Digital Paging System equipment shall be installed in EIA standard 19” equipment enclosures. Racks shall be provided by CAT.

b. Server(s)

The Digital Paging Server(s) shall be standard off-the-shelf server running a Microsoft platform (Windows Server 2008 (or current OS) and SQL Server 2008 (or current database). The Server shall run the Digital Paging core application in standalone mode or as a second instance of SQL on the same server as the Bus Information Display System for deep integration. The Server shall run a variety of redundancy technologies including a variety of RAID
configurations, failover, or clustering. The Server shall route all
digital audio over an Ethernet network.

Minimum Server Specifications:

1. Digital Paging
   a. Dual or Quad Core Intel® Xeon® 2.33GHz, 1333MHz FSB,ES, 4MB Cache
   b. 2 GB RAM
   c. (2) 250 GB Hard Drives
   d. Two (2) Ethernet network interface cards (100/1000)
   e. Two (2) available PCI or PCIe x1 slots
   f. Keyboard, mouse, Optical disk drive
   g. 15-inch or 17-inch LCD TFT flat panel
   h. 48X CD-R/RW

2. Integrated with Passenger Information Display System
   a. Dual or Quad Core Intel® Xeon® 2.33GHz, 1333MHz FSB,ES, 4MB Cache
   b. 4 GB RAM
   c. Qty 2 x 300 GB Hard Drive (1) RAID 5
   d. Two (2) Ethernet network interface cards (100/1000)
   e. Two (2) available PCI or PCIe x1 slots
   f. Keyboard, mouse, Optical disk drive
   g. 15-inch or 17-inch LCD TFT flat panel
   h. 48X CD-R/RW

   c. Audio over Ethernet Interface Cards
   The interface cards shall accommodate transmission of digital audio over Ethernet for playback or recording. Each card shall support 8 stereo 24bit inputs and outputs on 100Mbit Ethernet operating at 48 kHz or 96 kHz. They shall handle eight (8) stereo streams of record and play. Formats shall include PCM16, MPEG layer 2 and MP3. The proposed technology shall support digital mixing of multiple stream formats and sample rates. Also, time scaling shall be supported to allow compression/expansion of play streams by up to +/-20% with no pitch shift. Up to 4 cards shall be supported in a single PC or server. Low Profile PCI card shall be provided to allow use in 2U high rack-mount computers.

   1. Specifications
a. Input/Output

(1) Type 100BaseT Ethernet
(2) Connector RJ-45
(3) Precision 16, 20 or 24 bit PCM
(4) Sample Rate 48 or 96kHz (when operating at 96kHz the number of channels is reduced from 16 to 8)
(5) Latency 1.33, 2.66 or 5.33ms
(6) Control Protocol SNMP

b. Signal Processing

(1) Memory 8MB
(2) Audio Formats 8 bit unsigned PCM
(3) 16 bit signed PCM
(4) 24 bit signed PCM
(5) 32 bit floating point PCM
(6) MPEG-1 Layer 2
(7) MPEG-1 Layer 3 (MP3) (Example: MPEG Layer-3 audio coding technology licensed from Fraunhofer IIS and THOMSON multimedia)

c. General

(1) Bus Universal 32bit PCI (3.3V or 5V signaling)
(2) Dimensions PCI form factor – 5.25” x 3.25” x 0.5” (133mm x 82mm x 13mm)
(3) Weight 8 oz (227g) max
(4) Operating Temperature 0C to 70C
(5) Power Requirements +3V@1.5A, +5V @ 100mA

2. Certified Manufacturer/Model AudioScience ASI6416, ASI5408, ASI6316 or approved equivalent.

d. Digital Signal Processor (DSP)

Specifications

1. The DSP shall provide configurable inputs and outputs (I/O), configurable signal processing, high bandwidth, and fault tolerant digital audio bus.
2. The DSP shall have an open architecture which is fully configurable through a software application. A rich palette of processing and logic objects and a “drag and drop” method of configuration shall provide a simple and familiar design environment.

3. The processor shall support digital audio over Ethernet with primary and secondary ports for fault tolerance. Control shall be through a separate Ethernet port to allow transmission of digital audio and control networks to be easily separated or mixed depending upon requirements.

4. The DSP shall also feature a low latency, fault tolerant digital audio bus of 256 channels which uses standard Category 5e cabling giving a distance of 100m between compatible devices. Fiber optic media converters can be used to increase the distance between devices to over 40km.

5. The DSP unit shall have four card slots to accommodate analog inputs, analog outputs, digital inputs, digital outputs (in banks of four to facilitate many different I/O devices and configurations).

6. Analog Input Cards shall provide software configurable gain in 6dB steps up to +48dB per channel and software selectable Phantom Power per channel. Digital Input Cards and Digital Output Cards shall process AES/EBU and/or S/PDIF audio and shall offer a variety of clocking and syncing options. (Further information about the I/O cards can be found on dedicated datasheets)

7. Phantom Power, Sync, Signal Present and Clip information per channel shall be easily accessible, without the requirement for a PC, from clear front panel LED indication. Device-specific information such as Device Name, Device Type, Firmware Version Number, Time, IP Address and Subnet Mask shall be available from the front panel display. A bi-directional locate function shall allow devices to be identified both from and within the control software.

8. 12 Control Inputs and Logic Outputs shall allow the DSP to be integrated with GPIO compatible devices.
Certified Manufacturer/Model – BSS Audio Soundweb London BLU-800 or approved equivalent.

e. **Amplifiers**

Power amplifiers shall be chosen to meet the specific needs of the speaker circuit being driven.

1. All amplifiers shall have the following minimum specifications:

   The amplifier shall contain protection from shorted, open and mismatched loads, general overheating, DC, high-frequency overloads, under/over voltage, and internal faults.

   The amplifier shall contain FIT (Fault Isolation Topology) to isolate channel-specific faults and to prevent them from affecting remaining channels.

   In case of an amplifier channel overheating, the Thermal Level Control (TLC) circuit shall engage that channel’s input compressor in an amount proportional to the amount of overheating in order to generate less heat.

   If the channel becomes too hot for safe operation, the channel shall shut off, and the Thermal Indicator for that channel shall flash brightly to alert the user that a state of thermal stress or overload has caused the channel to shut down.

   The front-panel control shall contain only a power switch.

   Rear-mounted controls shall include Channel Level Controls and a Mode Switch. The Mode Switch (used on each consecutive pair of channels) shall be a four-position switch to select among Dual 8/4 ohms, Dual 70V, Bridge-Mono 16/8 ohms, and Bridge-Mono 100V.

   The recommended load impedance in Dual mode shall be 4/8 and 25 ohms (70V). The load impedance in Bridge-Mono mode shall be 8/16
ohms and 50 ohms (100V). The amplifier shall be safe when driving any kind of load, including highly reactive ones. Rear-mounted output connectors shall be one four-pole terminal strip for every two channels with a touch-proof cover. Rear-mounted input connectors shall be removable Phoenix-style barrier connectors for balanced input.

Front panel indicators shall include appropriate LED indicators to signal different critical conditions. An LED color different than what have been provided shall be acceptable as long as they shall perform the same required functions:

A LED Bridge-Mode Indicator (one per channel pair) that illuminates when the channel pair’s Mode Switch is set to the “Bridge” position (and flashes if the Mode Switch is changed while the amplifier is powered up, indicating that the amplifier must be powered off and on to reset the Mode).

A LED Ready Indicator (one per channel) that illuminates when the channel is initialized and ready to produce audio output.

A LED Signal Indicator (one per channel) that illuminates to indicate the presence of input signals above -40 dBu.

A LED Clip Indicator that illuminates when the THD of the channel’s output signal rises to a level typically considered as the onset of audible clipping (and illuminates during Thermal Level Control or input overload)

A LED Thermal Indicator (one per channel) that flashes when a state of thermal stress or overload has caused the channel to shut down (and flashes in all channels if the power supply goes into thermal overload)
A LED Fault Indicator (one per channel) that flashes when a fault condition has occurred in the channel.

A LED Power Indicator that illuminates when the amplifier has been turned on and AC power is available (and illuminates when the amplifier shuts off due to an under-/over-voltage condition on the AC mains).

The power amplifier shall meet or exceed the following performance criteria:

Input sensitivity for rated output: 1.4 V.
Rated output with four channels driven in Dual mode with 0.1% THD (20 Hz to 20 kHz): 260 watts per channel into 4 ohms; 180 watts per channel into 8 ohms, and 220 watts per channel (70V).

Rated output in Bridge-Mono mode with two channel pairs driven at 0.1% THD (20 Hz to 20 kHz): 520 watts per channel pair into 8 ohms; 400 watts per channel pair into 16 ohms, and 220 watts per channel pair (100V).

Signal to Noise Ratio below rated power (20 Hz to 20 kHz): 100 dB unweighted.

Phase Response: ±35 degrees from 10 Hz to 20 kHz at 1 watt.

Frequency Response: 20 Hz to 20 kHz, ±0.5 dB at 1 watt into 8 ohms per channel in Dual mode.

Damping Factor: greater than 180 from 10 to 400 Hz. Crosstalk (below rated power, 20 Hz to 1 kHz): greater than 80 dB.

Intermodulation Distortion (60 Hz and 7 kHz at 4:1, from 163 milliwatts to full bandwidth power): less than 0.05% typical.
Total Harmonic Distortion at 1 watt from 20 Hz to 20 kHz: less than 0.05%.

Common Mode Rejection (20 Hz to 1 kHz): greater than 50 dB.

DC Output Offset (shorted input): less than 5 mV.

Maximum Input Level (before input compression): +22 dBu rms.

Power Draw at Idle (120 VAC mains, all channels in 4/8 ohm mode): 58 watts.

Power Draw at Idle (120 VAC mains, all channels in 70V mode): 77 watts.

The amplifier chassis shall be constructed of steel with a durable finish and shall be designed for continuously variable-speed forced-air ventilation from the front panel to the side or rear panels.

The dimensions of the amplifier shall allow for 19 inch (48.3 cm) EIA standard (RS-310-B) rack mounting.

Certified Vendor List

   
a. Optional CobraNet models certified
      
(1) IQ3USP4CN
(2) IQ3USP3CN

b. Network managed amplifiers are required

f. Backup Amplifier Switching Unit

Digital Paging’s Backup Amplifier Switching system shall be a 2U rack mountable, networked appliance capable of monitoring up to 16 amplifier channels at a time. The 16 channels can be configured to all fail over to one secondary channel or to 16 separate secondary channels and any other combination in between. The system shall support multiple channel failures to a single secondary channel as well. Failovers shall be followed by a variety of alerts including e-mail, network pop-up, indicator lights, and application-
based alarms. The unit shall convert analog amplifier signals to a
digital data stream and shall monitor the data in real time. The unit
shall be configured, managed, and monitored over an IP
connection using an onboard web based application.

The power amplifier monitoring and failover system shall be an IP
addressable network device capable of real-time monitoring of
voltage, current, wattage, resistance and calculated impedance of
up to 16 primary amplifier inputs and in the event of failure,
dynamically reroute the failed primary channel’s input and output to
a secondary channel’s input and output and begin monitoring the
secondary channel for voltage, current, wattage, resistance and
calculated impedance. Analog amplifier signals shall be converted
to a digital data stream for more accurate diagnosis. Each channel
shall be capable of handling a maximum of 960 watts at 1 AMP at
120 Volts peak throughput. Primary to secondary channel ratio
shall be from 16:1 to 1:1 and any ratio in between. In case of a
failover, the system shall report the event by (1) illuminating a red
LED light on the front panel of the unit for the input(s) that have
failed (green LED indicates a normal state); (2) sending an e-mail
or network pop-up alert to one or multiple e-mail recipients; and (3)
creating a configurable alert at the Web-based administration
console. The system shall be controlled via software, accessible
through (1) a web based user interface and the Digital Paging
Administration Console. System firmware shall also be accessible
via the TCP/IP network interface connection. The system shall
perform full Failover Monitor System unit heartbeat checks at
configurable intervals and shall report back vital statistics to the
system server in real-time such as Failover Monitor System power
supply health and operating voltage levels. Through the software,
users shall be able to test trigger a failover and failback event at
anytime.

The Chassis shall be of steel construction with a die cast aluminum
front panel with aluminum overlay. The front panel shall have a
blue LED indicator for power and each channel shall have a green
LED indicator for normal operation and a red LED indicator for
failed state. Each of the 16 monitoring channels shall be hot
swappable. The power supply shall be medical grade operating at a
maximum of 2A at 55 watts; nominal operation shall be less than .5
amps at 23 watts. The power supply shall also be monitored for
operability and shall alert in the same manner as amplifier failure
should certain distress thresholds be met. The unit shall be 2U high
in a standard 19” equipment rack.
g. Touch Screen Networked Paging Stations

The Digital Paging System shall utilize a paging station comprised of an intelligent touch screen device and handheld microphone that shall provide full functionality for public address and bus information system control. Through an appropriate Certified Interface program, any bus information system manufacturer can integrate deeply with the paging system without exposing intellectual property or proprietary code. The paging station shall be configured any way the user wants – from a fully customized menu structure to emulating the keystrokes of a legacy system. Zone and message permissions shall be assigned on a user basis, secured by a username and password. Zones and onscreen prompts shall be displayed and identified with meaningful descriptions rather than numeric codes that have to be memorized. A fully numeric and preset button version shall be available through the software configuration. All paging stations shall be full-function depending upon the users permissions with the ability to do:

- Live local paging
- Record and playback (Automated)
- Record and playback (Manual)
- Automated Boarding sequences
- Dynamic Operational Announcements
- Courtesy Announcement
- Manual launch of scheduled messages
- Update bus information

The touch screen shall support emulation of an 88 key keyboard or support the attachment of a PS keyboard. The touch screen shall also support graphics and 256 colors. Up to 4 additional slave microphones can be attached to the paging station, each with its own independent control zone control. The system can be powered Over Ethernet (POE) or by a 12 VDC standard terminal. The paging station shall be capable of carrying audio and data over a single CAT 5/6 cable or use separate TCP/IP for the paging station and analog signaling for the microphone. The paging station can be desktop or wall mounted. The paging station shall be monitored by Digital Paging System Software.

Provide one station for CAT and one station for Greyhound use.

h. Four Button Networked Paging Station

The Digital Paging System shall utilize a small form factor, limited functionality paging station comprised of four membrane buttons
and handheld microphone that provides predefined functionality with a single-click.

The microphone shall be connected via RJ45 connector. Strain relief shall be required to prevent the RJ45 receptacle or microphone jack from damage.

The Four Button Networked Paging Station shall be configured through the Digital Paging Administration Console software. Each button can be assigned a zone (i.e. local page, concourse, page, all call, and emergency) or can be assigned a function defined in the software (i.e. begin a boarding sequence).

The selected zone (button) shall be indicated with a LED light above the button. The microphone shall be keyed for a selected zone a LED shall indicate that the full zone is available for paging; a different colored LED shall indicate that a higher priority message is currently playing in the selected zone or a portion of the selected zone.

The paging station shall require a single Cat 5/6 data cable with Powered Over Ethernet (POE). The paging station shall utilize the same Cat 5/6 cable to transmit audio and data. The paging station shall fit in a standard two-gang electrical box to support multiple mounting options.

The paging station shall be monitored by Digital Paging System Software.

One station shall be provided for Security.

i. Administrative Station

The Digital Paging product shall have several options for user input. System administrators shall be allowed to manage the entire audio system through the Digital Paging Administration Console, a 32-bit application.

Specifications:

- Windows XP Professional/ 7
- 1 x 2.8 GHz processor
- 1 GB RAM
- 80 GB hard drive
- 10/100 Mbps Ethernet NIC
- 24X CD-ROM with multiple read capabilities
- Keyboard and mouse Standard 101-key keyboard and Optical mouse
j. Ambient Noise Compensation

The Digital Paging system shall use remote microphones in the system to sense the ambient noise that provides this information back to the Digital Signal Processing System. The Processor shall provide the ambient noise compensation capability for the system.

PZM or (-WR weather resistant) ambient noise sensing microphones shall be strategically located throughout the facility. The Processor shall provide real time zoned ambient noise compensation capability for the system based on the amount of ambient noise present in the facility.

The time and frequency weighted algorithm in the Processor’s advanced ambient noise compensation module shall accurately distinguish between the ambient noise in the facility and the actual program material whether it is a live announcement, message, or background music. The processing of the DSP shall allow the Processor to remove the content of the actual announcement or other program material from the ambient noise signal that is sensed by the microphones in the facility. This process shall allow the true ambient noise in the facility zones to be read by the DSP allowing real time level control and preventing the system from runaway gain or “looping” on itself.

- Adjustable software parameters for the ambient noise compensation shall include Ambient Threshold, Ratio, Attack, Release, and Minimum and Maximum Level control. The software shall also provide Time or Schedule-based ambient noise compensation allowing for different volume adjustment parameters within any zone based upon user defined schedule.

The ambient noise sensing microphone shall be for outdoor use.

k. Facility Infrastructure Requirements

Network Configuration

1. The Digital Paging application shall support several different local area network configurations such as:
   a. CobraNet Enabled Network
      (1) VLAN (100/1000 MB)
      (2) Isolated network (100/1000 MB)
b. Non-CobraNet Enabled Network
   (1) 100 MB Network

2. The Digital Paging application shall require Quality of Service be enabled.

The Digital Paging System shall utilize the following Cable Specifications: Additional types of cable may be required by the manufacturer. Cables to be run in empty conduits provided by others or in conduit where provisions for it have been accounted for.

1. Local Area Network (LAN) data cable
   a. Category 5/6, 4 pair, plenum rated data cable
   
   b. Manufacturer: Systimax type 2071 E XL or approved equivalent
   
   c. Must comply with IEEE standards for installation.

2. Loudspeakers cable
   a. All speakers indicated by a group zone number on the drawings shall be wired in parallel in a daisy-chain configuration to its amplifier channel by a single cable run.

   b. All speaker lines shall be spliced in junction boxes only.

   c. UL listed 18 AWG minimum stranded copper conductor with CL3 approved rating.

   d. Plenum rated where applicable.

   e. Each cable shall be a twisted pair with overall plenum rated jacket.

   f. Manufacturer: Belden type 6000 UE or approved equal.

3. Paging Station cable
   a. A single strand of data cable (see Local Area Network (LAN) data cable description above) shall be wired in a single continuous run and to
the nearest communication room or network switch location and properly terminated.

b. Category 5/6, 4 pair, plenum rated data cable.

c. Manufacturer: Systimax type 2071 E XL or approved equivalent.

4. Daughter Microphone

a. Single or dual pair of 18 to 22 gauge stranded tinned copper wire signal conductors with polyethylene insulators, with equal size and type drain wire with 100% overall foil shield in overall insulator.

b. All microphone wire runs shall be continuous run from the paging station location to its input stage with no line splices.

c. Meet IEEE & AES standards

d. Plenum rated, where applicable

e. NEC type CM or C2 rate

f. UL rated

g. Manufacturer: West Penn 291 (or approved equal)

5. Ambient Noise Microphone cable

a. Single or dual pair of 18 to 22 gauge stranded tinned copper wire signal conductors with polyethylene insulators, with equal size and type drain wire with 100% overall foil shield in overall insulator.

b. All ambient noise microphone wire runs shall be continuous run from the paging station location to its input stage with no line splices.

c. Meet IEEE & AES standards

d. Plenum rated, where applicable
e. NEC type CM or C2 rated

f. UL rated

g. Manufacturer: West Penn 291 (or approved equal)

I. \textbf{Cd/Sd Player}

General

- Provide a CD/SD player/recorder
- 3-U rack-mount design
- RCA unbalanced outputs common for both SD and CD player
- RCA unbalanced outputs dedicated to the CD player
- ±12% pitch adjustment on cassette deck
- Wireless remote included
- CD sync feature
- Continuous play function between SD and CD

m. \textbf{Speakers}

Speakers system for acoustic tile recessed square baffles shall be:

- Speaker shall be Lowell 810 dual cone (or approved equal).
- Frequency response: 45Hz – 13kHz, +/-6dB
- Power capacity: 15W
- Sensitivity: 95dB SPL, 1W, 1m
- 10oz. magnet
- Autotransformer taps: 1, 2, 4, 8 W
- Speaker baffle shall be Lowell SG-8 (or approved equal).
- Backcan shall be Lowell P68X (or approved equal).
- Bridge shall be Lowell LBS8 (or approved equal).
- Baffle shall be paintable with color as selected by the Architect.

Interior surface mounted speaker shall be:

- Speaker shall be Lowell 810 dual cone (or approved equal).
- Frequency response: 45Hz – 13kHz, +/-6dB
- Power capacity: 15W
- Sensitivity: 95dB SPL, 1W, 1m
- 10oz. magnet
- Autotransformer taps: 1, 2, 4, 8 W
Speaker baffle shall be Lowell SG-8 (or approved equal).
Backbox shall be Lowell CB84-SG (or approved equal).
Baffle and backbox shall be paintable with color as selected by the Architect.

Speakers system for recess in the Greyhound canopy shall be:

- Speaker shall be Lowell JR410 (or approved equal).
- Frequency response: 100Hz – 14kHz, +/-6dB
- Power capacity: 15W
- Sensitivity: 97dB SPL, 1W, 1m
- 10oz. magnet
- Autotransformer taps: 1, 2, 4, 8 W
- Speaker baffle shall be Lowell CN-4 (or approved equal).
- Backbox shall be Lowell CP4 (or approved equal).
- Baffle shall be paintable with color as selected by the Architect.

Speakers system for surface mounting in the CAT canopy shall be:

- Speaker shall be Lowell 810 dual cone (or approved equal).
- Frequency response: 45Hz – 13kHz, +/-6dB
- Power capacity: 15W
- Sensitivity: 95dB SPL, 1W, 1m
- 10oz. magnet
- Autotransformer taps: 1, 2, 4, 8 W
- Speaker baffle shall be Lowell SG-8VP (or approved equal).
- Backbox shall be Lowell CB84-SGVP (or approved equal).
- Baffle and backbox shall be paintable with color as selected by the Architect.

8. QUALITY CONTROL

All components of the public address system as a whole shall meet or exceed the minimum standards issued by the EIA. All work in conjunction with this installation shall meet the requirements of the National Electrical Code.

The Contractor shall provide necessary transient protection of the AC power feeding the paging system. All protection shall be as
recommended by the equipment supplier and referenced to earth ground.

a. **Installation, Wiring and Raceway**

Preparatory work required to accommodate the public address system installation, i.e., conduit, junction and pull boxes, outlet boxes, brackets and all conduit fittings and accessories, including power outlets as required, shall be furnished and installed by the Contractor.

The public address system supplier shall provide expert supervision of the installation and in addition, shall furnish the necessary wiring diagrams and instructions required to make the final system installation complete.

The installation shall be accomplished in a professional manner by qualified personnel regularly engaged in and experienced in this type of work.

The Contractor shall make installation in strict accordance with approved manufacturer’s drawings and instructions.

All equipment shall be installed in a neat and workmanlike manner and to the satisfaction of the Architect/Engineer.

All equipment power wiring and grounding shall conform to the National Electrical Code and applicable local codes.

All electronic equipment shall be grounded.

All cable shall be adequately supported and connectors specifically designed for the type cable in use.

Contractor to provide the required programming to make the system function to the satisfaction of the Owner. Supplier shall return to the site as needed to accomplish the necessary adjustments and/or modifications during the first year warranty period.

b. **Wiring**

The Contractor shall furnish and install all wiring, conduit, back-boxes, pull boxes, outlets and boxes for the erection and operation of a complete public address system as specified and described in these specifications, as shown on the drawings and recommended
by the manufacturer. Underground conduit has been installed for this use and may be utilized.

All equipment power wiring shall be of the same type for lighting and power. Wiring shall meet the requirements of the National, State and local electrical codes.

All Digital Paging System cabling shall be run in conduit.

Final connections between equipment and the wiring system shall be made under the direct supervision of a representative of the manufacturer of the equipment furnished. At the completion of the installation the manufacturer's representative shall test and adjust the system.

Network wiring shall be in accordance with Specification Division 27.

c. **System Test and Adjustments**

Before final acceptance of the public address system, the manufacturer/supplier of system shall, in presence of Contractor and Owner, test each and every component and device in the system. The test shall be documented with signed copy submitted to the Contractor, Owner and Architect/Engineer.

Upon completion of the system installation, it shall be the responsibility of the Contractor to perform the necessary adjustments and balancing of all signals and amplifier level controls to insure proper system operation.

The system shall be physically inspected by the Owner's representative and the Architect/Engineer to assure that all equipment is installed in a neat and workmanlike manner as called for in the plans and specifications.

The system shall be equalized using a noise generator and octave band analyzer. The settings shall be mounted inside the cabinet door and included in the maintenance manuals for future reference.

As a minimum requirement, the public address system shall be tested to prove the following:

1. The complete system shall be free from grounds, opens and shorts.
2. Each device functions as specified herein.

3. Abnormal condition of any circuit or device which is to be electrically supervised shall be checked for trouble indication.

4. Proper adjustment of all speaker taps to provide clearly audible, but unobtrusive paging in all areas, to the Engineer's and Owner's satisfaction.

d. **Owner Instruction on Systems Operation**

   Upon completion of the work, and prior to acceptance of the same by the Owner, the Contractor and the major equipment manufacturer’s qualified representative shall spend a minimum eight (8) hours, with the facility personnel, instructing them on the operation and service of all the public address system equipment and controls.

   The Contractor shall properly instruct maintenance personnel to perform emergency repairs to the system such as replacement of defective standard components such as loudspeakers, etc.
Attachment B  
Federal Regulatory Requirements

**Contractor should complete review, sign off of Federal Regulations applicable to this service, and submit this section as part of their proposal.**

**Fly America Requirements**

If there is no possibility of International shipments or travel under this contract, these provisions are not required. Contractor initial here if there is no possibility of International shipments or travel under this contract.

9 U.S.C. 40118
41 CFR Part 301-10

Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**Energy Conservation Requirements**

42 U.S.C. 6321 et seq.
49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. All subcontracts must contain this requirement.

**Clean Water Requirements**

If this contract is less that $100,000 this clause does not apply. Contractor initial here if this contract is less than $100,000.

33 U.S.C. 1251

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

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

The Contractor agrees to comply.

**Lobbying**

If this contract is less that $100,000 this clause does not apply. Contractor initial here if this contract is less than $100,000.

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor agrees to comply.

**Access to Records and Reports**

49 U.S.C. 5325  
18 CFR 18.36(i)  
49 CFR 633.17

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

3. FTA does not require the inclusion of these requirements in subcontracts

**Federal Changes**

49 CFR Part 18

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

**Clean Air**

If this contract is less that $100,000 this clause does not apply. Contractor initial here if this contract is less than $100,000.

42 U.S.C. 7401 et seq.
40 CFR 15.61
49 CFR Part 18

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

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

**No Obligation by the Federal Government.**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
Program Fraud and False or Fraudulent Statements or Related Acts.

31 U.S.C. 3801 et seq.
49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

If this contract is less that $10,000 this clause does not apply. Contractor initial here if this contract is less than $10,000.

49 U.S.C. Part 18
FTA Circular 4220.1F

a. Termination for Convenience  Chatham Area Transit Authority may terminate this
contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest.

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

c. Opportunity to Cure Chatham Area Transit Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

Debarment and Suspension

If this contract is less that $25,000 this clause does not apply. Contractor initial here if this contract is less than $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 Chatham Area Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Chatham Area Transit Authority, 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.
Civil Rights Requirements

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

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution

If this contract is less that $100,000 this clause does not apply. Contractor initial here if this contract is less than $100,000.

49 CFR Part 18
FTA Circular 4220.1F

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

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

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

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

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

**Disadvantaged Business Enterprises**

49 CFR Part 26

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%. Chatham Area Transit Authority’s overall goal for DBE participation is 5.0%.

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 DOT-assisted 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 Chatham Area Transit Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. A monthly reporting form will be provided for reporting to Chatham Area Transit Authority the payments to DBE subcontractors.

d. 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 Chatham Area Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Chatham Area Transit Authority, 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 Chatham Area Transit Authority.

Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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 Chatham Area Transit Authority’s requests which would cause Chatham Area Transit Authority to be in violation of the FTA terms and conditions.

Cargo Preference

This requirement applies to all contracts subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

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

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
**Recycled Products**

42 USC 6962

If this contract is less that $10,000 this clause does not apply. Contractor initial here if this contract is less than $10,000.

Contractor agrees to specify a competitive preference for products containing recycled materials identified in “comprehensive Procurement Guideline for Products Containing Recovered Materials”, 40 CFR Part 247.

**ADA Access**

42 USC 12101 et seq.

Contractor agrees to comply with regulations prohibiting discrimination against qualified individuals with disabilities in all programs, activities and services.

**Buy America Requirements**

If this contract does not include steel, iron, or manufactured products with a value greater than $100,000, these provisions are not required. Contractor initial here if this contract does not include steel, iron, or manufactured products with a value greater than $100,000.

49 U.S.C. 5323(j)  
49 C.F.R. Part 661

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 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. This requirement does not apply to lower tier subcontractors.
The bidder, offeror, contractor, or seller hereby certifies that it will meet the requirements stated above.

Date: _________________________________________________

Signature: ________________________________________________

Company Name: ___________________________________________

Title: ____________________________________________________
Attachment C
DBE Certification

The firm that submits this proposal form _____IS_____IS NOT a Disadvantaged Business Enterprise.

All offerors must certify that they are not on the Comptroller General’s list or any DOT List of Ineligible Proposers, List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions, or that the facilities to be utilized in the performance of this project have not been listed on the Environmental Protection Agency’s List of Violating Facilities. By signing the Certification Form, this certification is completed.

The signature below attests that the offeror’s proposal is made with full understanding and acceptance of the provisions contained in this proposal.

_____________________________  ______________________________
Signature                        Witness Signature

Print or Type:

_____________________________  ______________________________
Name & Title of Signing Officer  Company

_____________________________  ______________________________
Mailing Address                  Date

_____________________________  ______________________________
City, State, Zip                 Telephone

E-Mail Address
Attachment D
Lobbying Certification

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, ____________________________________________________________

(Name and Title of Offeror Official)

hereby certify on behalf of _________________________________________

(Name of Offeror)

that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, 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 is 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 section 1352, title 31, U.S. Code. 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.

Executed this _______________ day ____________________, _________.

BY

Witnesses: _____________________________

(Signature of Authorized Official)

____________________________

(Title of Authorized Official)
Sworn to and subscribed before me on this ______ day of ________________, _______.

Notary Public In and For ____________________________________________________
County

State of ____________________________________________________________________
Attachment E
References

CAT may contact references in an effort to obtain more information about the proposer. The references listed should be companies and individuals with whom the proposer has supplied equipment and/or performed services similar to those specified herein.

1. Company Name:_________________________________
   Contact Name:________________
   Phone Number:________________
   Description of Work:______________________________
   __________________________________________________________________

2. Company Name:_________________________________
   Contact Name:________________
   Phone Number:________________
   Description of Work:______________________________
   __________________________________________________________________

3. Company Name:_________________________________
   Contact Name:________________
   Phone Number:________________
   Description of Work:______________________________
Attachment F
Addendum Acknowledgment

The undersigned acknowledges receipt of the following addenda to the proposal
documents.

NO ADDENDA WERE RECEIVED _____________

(Give number and date of each):

Addendum No. ___1 Dated____________
Addendum No. ___2 Dated____________
Addendum No. ___3 _______ Dated __________
Addendum No. ___4 _______ Dated __________
Addendum No. ___5 _______ Dated __________

Failure to acknowledge receipt of all addenda may cause the proposal to be considered
non-responsive.

______________________________________
Signature

______________________________________
Title
Attachment G
OFFEROR’S CHECKLIST
(To verify that all necessary documents are included)

This form **must be completed** and returned with the proposal. Failure to return the completed form may be cause for considering your proposal non-responsive.

Proposals must be clearly marked with the proposal number and title, date and time of proposal opening, and company name.

| Proposer Contact Information | __________ | __________ |
| Description of Implementations Services | __________ | __________ |
| Statement of Qualifications | __________ | __________ |
| Financial Statement | __________ | __________ |
| Attachment B – Federal Regulatory Requirements | __________ | __________ |
| Attachment C – DBE Certification Form | __________ | __________ |
| Attachment D – Lobbying Certificate | __________ | __________ |
| Attachment E – Proposer’s References | __________ | __________ |
| Attachment F – Addendum Acknowledgment | __________ | __________ |
| Attachment G – Offeror’s Checklist | __________ | __________ |
| Attachment H – Proposer Information Form | __________ | __________ |
| Attachment I – Draft Sample Contract | __________ | __________ |
Attachment H
PROPOSER INFORMATION FORM

All offerors are required to submit the information contained on this form. This information is a condition of submitting an offer to CAT. Offerors must insure that ALL sub-contractors, sub-contractors or others at all tiers, which are proposed to be used or used under any agreement issued by CAT have submitted an executed copy of this form. CAT is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name __________________________________________________

Firm Address  ______________________________________________

Telephone Number   __________________

Fax Number   __________________

E-Mail Address ______________________________________________

Firm’s status as Disadvantaged Business Enterprise (DBE) or Non-DBE __________________

Age of the firm   ______________________________________________

Annual gross receipts of the firm_______________________________

Prime or Sub-Contractor ________________________________________

NAICS code (s) _____________________________________________

I certify to the best of my knowledge that the above information is true and correct:

Signature ____________________

Title ________________________

Date________________________

CAT Project No.   _____________

FAILURE TO PROVIDE AN EXECUTED COPY OF THIS FORM AS STIPULATED HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.
Attachment I
Draft Sample Contract

CONTRACT NO ______________

BETWEEN

CHATHAM AREA TRANSIT AUTHORITY
AND
CONTRACTOR

FOR ______________________________

This Contract ("Contract") is made and entered into as of the Effective Date of __________, 2012, hereinafter set out by and between Chatham Area Transit Authority, (hereinafter "CAT"), located at 900 E. Gwinnett Street, Savannah, Georgia, 31401 and Contractor's, (hereinafter "Contractor"), located at ________________. The Services required by Authority in this Contract are to be rendered for the project stated in the RFP __________ and below in the Statement of Work.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements stated herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Authority and the Contractor agree as follows:

Contract Documents ("Contract")
- Contract No. __________
- Request for Proposal No __________
- Contractor's Proposal dated __________

Order of Precedence: In the event of conflicting provisions, all documents shall be construed according to the following priorities:
- Contract No. __________
- Request for Proposal No __________
- Contractor's Proposal dated __________

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide ________________; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Authority is authorized to enter into a Contract.

NOW, THEREFORE, the parties mutually agree as follows:

1. STATEMENT OF WORK

1.0 Authority and Contractor agree to the following;

1) Cost Form, Exhibit A
2) List of Goods and Services, Exhibit B
3) Project Schedule and/or Schedule of Values, Exhibit C
4) Insurance Requirements, Exhibit D
5) Performance & Payment Bond, Exhibit E

1.1 Contractor agrees to furnish including but not limited to, design, drawings, documentation, goods, services and installation, etc., for a turnkey project, all in strict accordance with the specifications, which said specifications and addenda, if any, are incorporated herein by reference and made a part thereof. All work under this Contract shall be performed in accordance with the terms and conditions of the Contract Documents.

2. **CONTRACT TERM**

2.0 Term/Termination
The term of this Contract will for a five (5) year period. This Contract may be extended by all the required parties with a properly executed amendment to this Contract.

2.1 This Contract shall commence on the 1st day of April 2012. The term of this Contract shall be as follows: Contract Start Date: April 1, 2012, Contract End Date: March 31, 2022.

2.2 Authority Contract obligations shall automatically terminate at Contract End Date.

2.3 In the event of Lack of Funding Authority shall have the right to terminate the Contract immediately upon written notice to Contractor.

2.4 Authority may terminate this Contract at any time upon thirty (30) days written notice to Contractor.

3. **PURCHASE PRICE/DELIVERY**

3.0 The value of this Contract is $________________. The price provided on the Price Proposal (Exhibit A) shall constitute the Project Price, which shall not be modified except by Additional Work as provided in this Contract.

3.1 The Contractor shall prepare and present to the Authority and the Authority Representative the Contractor’s Goods and Services List (Exhibit B) and Contractor’s Project Schedule and Schedule of Values (Exhibit C) apportioning the Project Price among the different elements of the Project for purposes of periodic and final payment. The Contractor’s Project Schedule and Schedule of Values shall detail the areas of product and service responsibilities of the Contractor and/or Subcontractor per the term of the Contract. The Contractor’s Schedule of Values shall be presented in a format acceptable to Authority or Owner’s Representative, with such detail and supporting information that the Authority or Owner’s Representative, with such detail and supporting information that the Authority or Owner’s Representative requests. The Contractor shall not imbalance it is Schedule of Values nor artificially inflate any element thereof. Violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor’s Schedule of Values shall be utilized for the Contractor’s Payment Requests but shall only be so utilized after the Owner’s Representative and the Authority have approved it in writing.

3.2 Each Payment Request shall be signed by the Contractor and shall constitute the Contractor’s representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract and that the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the Authority has previously paid is free and clear of any lien, claim or other encumbrance of any person whatsoever. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted; title to all work, goods and services included in such payment shall be vested in the Authority. Thereafter, Authority or the Authority’s Representative shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity
and quality of the work, goods and services are as represented by the Payment Request and are as
required by this Contract. The Authority’s Representative shall approve in writing the amount which, in the
opinion of the Authority’s Representative, is properly owing to the Contractor. The Authority’s
Representative’s approval of the Contractor’s Payment Requests shall not preclude the Authority from the
exercise of any of its rights as set forth in Subparagraph (E) below.

A. When payment is received from the Authority, the Contractor shall within fourteen (14) calendar
days pay all subcontractors and suppliers the amounts they are due for the work covered by such
payment. In the event the Authority becomes informed that the Contractor has not paid a
subcontractor, or supplier as provided herein, the Authority shall have the right, but not the duty, to
issue further checks and payments to the Contractor of amounts otherwise due hereunder naming
the Contractor and any such subcontractor, or supplier as joint payees. Such joint check
procedure, if employed by the Authority, shall create no rights in favor of any person or entity
beyond the right of the named payees to payment of the check and shall not be deemed to
commit the Authority to repeat the procedure in the future.

B. Neither payment to the Contractor, utilization of the Project for any purpose by the Authority, nor
any other act or omission by the Authority shall be interpreted or construed as an acceptance of
any work of the Contractor not strictly in compliance with this Contract.

C. The Authority shall have the right to refuse to make payment and, if necessary, may demand the
return of a portion or all of the amount previously paid to the Contractor due to:

   a. The quality of a portion, or all, of the Contractor’s work not being in accordance
      with the requirements of this Contract;

   b. The quantity of the Contractor’s work not being as represented in the Contractor’s
      Payment Request, or otherwise;

   c. The Contractor’s rate of progress being such that, in the Authority’s opinion,
      Initial Testing and Acceptance, Operational Acceptance or final completion, or all,
      may be inexcusably delayed;

   d. The Contractor’s failure to use Contract funds, previously paid the Contractor by
      the Authority, to pay Contractor’s Project-related obligations including, but not limited
      to, subcontractors, and suppliers;

   e. Claims made, pending or known against the Authority or its property in relation to
      this Contract or the acts or omissions of the Contractor or any of its subcontractors;

   f. Loss caused by the Contractor; and,

   g. The Contractor’s failure or refusal to perform any of its obligations to the Authority.

In the event that the Authority makes written demand upon the Contractor for amounts previously paid by
the Authority as contemplated in the Subparagraph (E), the Contractor shall promptly comply with such
demand.

D. If within sixty (60) days from the date payment to the Contractor is due, the Authority, without
cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the
Contractor, the Contractor shall have the right to cease work until receipt of proper payment after
first providing ten (10) days written notice to the Authority of the Contractor’s intent to cease work.

E. When Initial Testing and Acceptance has been achieved, the Contractor shall notify the Authority
and the Owner’s Representative in writing and shall furnish to the Owner’s Representative a listing
of those matters yet to be finished. The Owner’s Representative will thereupon conduct an
inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor’s work is substantially complete, the Owner’s Representative will so notify the Authority and Contractor in writing and will therein set forth the date of Substantial Completion. If the Owner’s Representative, through its inspection, finds that the Contractor’s work is not substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the Authority from and payment then or thereafter due to the Contractor. Upon Initial Testing and Acceptance, the Authority shall pay the Contractor an amount sufficient to increase total payments to the Contractor to ninety (90) percent of the Project Price, for the equipment and installation, any amounts attributable to liquidated damages and deductions including deduction of one hundred and twenty-five percent (125%) of the reasonable costs as determined by the Authority for completing all incomplete work, correcting and bringing into conformity all defective and nonconforming work, and handling any outstanding or threatened claims.

F. After Operational Acceptance and when the Contractor is ready for a Final Completion, it shall notify the Authority and the Authority’s Representative thereof in writing. Thereupon, the Authority’s Representative will perform a Final Testing of the Project. If the Authority’s Representative confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the Authority hereunder, the Authority’s Representative will furnish a final Approval for Payment to the Authority certifying to the Authority that the Project is complete and the Contractor is entitled to the remainder of the unpaid Project Price, less any amount withheld pursuant to this Contract. If the Authority’s Representative finds that the Project is not finally complete and is required to repeat all or any part of its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Authority from the Contractor’s final payment.

G. When the Authority reasonably believes that Operational Acceptance or Final Completion will be inexcusably delayed, the Authority shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Authority to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Operational Acceptance or Final Completion, or any part thereof, for which the Authority has withheld payment, the Authority shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

H. Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall furnish the Authority, in the form and manner required by the Authority, if any, with a copy to the Authority’s Representative:

   a. An affidavit that all of the Contractor’s obligations to subcontractors, suppliers and other third parties in connection with the Project have been paid or otherwise satisfied;

   b. Separate released of claims or waivers from each subcontractor, supplier or other person or entity who has or might have a claim against the Authority or the payment bond;

   c. Consent(s) of surety to final payment; and,

   d. All product warranties, operating manuals, instruction manuals and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as part of or prior to Project closeout.

I. The Authority shall, subject to its rights set forth in Subparagraph (E) above, make reasonable efforts to make final payment of all sums due the Contractor within thirty-five (35) days of the Owner’s Representative’s execution of a final Approval for Payment, but in any event shall make payment within sixty (60) days.
3.5 Authority shall compensate the Contractor in accordance with the terms and conditions of this Contract at the prices agreed upon. Notwithstanding anything contained herein to the contrary, the maximum firm fixed price amount to be paid to the Contractor for all work performed under this contract shall not exceed the amount negotiated, unless additional work is authorized by Authority in writing.

4. **ACCEPTANCE**

4.0 This contract is awarded to a reliable and dependable contractor and subcontractors. Contractors and subcontractors found guilty of unethical, irresponsible business practices will be suspended and debarred from conducting future business with the government.

4.1 Contractors and subcontractors must maintain up-to-date Central Contractor Registration (CCR), DUNS number, or other registration databases that may be required. Contractor must submit all CAT issued letter or certification of any DBE’s participating on this project.

5. **CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

5.0 Contractor represents and warrants to the Authority as follows:

   a. Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, and has full corporate power and authority to execute, deliver and perform its obligations under this Contract, the instruments attached hereto, and any other agreements and instruments contemplated by this Contract. Contractor has all requisite corporate power and authority to own its properties, inventory, equipment and assets, including the work (as defined herein), and to conduct its business as now conducted. Contractor is qualified to do business in all jurisdictions where it is required to do so and has all necessary permits and authorizations required to carry out Contractor’s Business.

   b. The execution and delivery of this Contract, the instruments attached hereto, and the other agreements and instruments contemplated by this Contract have been duly authorized by all necessary actions of Contractor and by anyone else whose approval or authorization is required. Upon execution and delivery, this Contract, the instruments attached hereto, and the other agreements and instruments contemplated by this Contract will be legal, valid and binding obligations of Contractor, enforceable against it in accordance with its respective terms.

   c. The execution and delivery of this Contract do not, and the execution and delivery of the instruments attached hereto and other agreements and instruments contemplated by this Contract will not, and the consummation of the transactions contemplated hereby and thereby will not: (i) violate any provisions of any of Contractor’s Charter, Bylaws or other organizational documents; (ii) violate any provision of law or any order, judgment or decree of any court or other governmental or regulatory authority applicable to Contractor; (iii) violate or result in a breach of, an acceleration under, or constitute (with due notice or lapse of time or both) a default under, any contract, lease, loan agreement, mortgage, security agreement, or other agreement or instrument to which Contractor is a party or by which it is bound or to which any of Contractor’s properties, inventory, or assets is subject, which would prevent Contractor from transferring any of the goods/services in the manner and as contemplated by and in accordance with the terms and provisions of this Agreement; or (iv) result in the imposition of any liens or restrictions on Contractor’s Business or any properties and inventory (including goods/services) thereof.

   d. There is no litigation pending or threatened against or relating to Contractor which could materially or adversely affect the goods/services the subject of this sale.

   e. There is not now and will not be at the delivery of the goods/services to the Authority’s any damage, destruction or loss not covered by Contractor’s insurance which could materially or adversely affect the goods/services; it being expressly agreed that the risk of loss of said goods/services shall remain with Contractor until delivery of goods/services to the Authority and after acceptance of the delivery of said goods/services after final inspection is made by Authority.

   f. Contractor shall have and convey at delivery good and marketable title to all of the goods/services free and clear of all liens, pledges, security interests and encumbrances.
g. Comply with all laws; and
h. Give any notices required prior to the transfer of the goods/services to the Authority.

5.1 The foregoing representations and warranties of Contractor are made with the knowledge and expectation that Contractor is placing complete reliance on such representations and warranties in entering into this Agreement and shall survive the delivery and acceptance of the goods/services to and by the Authority.

6. Warranty
6.0 For a period of __________ year following acceptance of the delivered, installed and/or functional goods, services and if, other work and work products (“goods”) Contractor warrants that all goods, shall be free from defects of material and workmanship, and will be mechanically able to perform without errors or delay, the functions and calculations as represented by the Specifications and Documentation, including any special purposes specifically stated. For the warranty period, Contractor’s obligation for any breach of this warranty shall be (i) to replace or correct, at Contractor’s own expense, any defects in the goods and (ii) in the event the goods do not operate in all material respects as specified in the Documentation and/or Proposal, the Authority shall be entitled to terminate the Contract for default in accordance with the terms and conditions of this Contract and shall be entitled to seek a refund of any fees paid to Contractor.

7. Title Warranty
7.0 Contractor warrants that it has good title to and/or the right to sell the goods, and represents that all goods delivered to the Authority are free and clear of all liens, claims or encumbrances of any kind. Contractor shall defend, indemnify and hold the Authority harmless from and against all claims, liability, loss, damage or expense including legal fees, arising from any actual or claimed infringement of any trademark, patent, copyright, or other intellectual property right with respect to the goods, or their use by the Authority. In the event use of the goods are restricted or interfered with as a result of such infringement, Contractor shall, at its cost, procure non-infringing goods, for the Authority which are equal substitutes for the goods in all material respects; or obtain for the Authority the right to use the goods without infringement; or refund to the Authority all monies paid by the Authority.

8. TAXES
8.0 The Authority 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 the Authority.

9. COPYRIGHT, TRADEMARK, SERVICE MARK, OR PATENT INFRINGEMENT

A. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against the Authority to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. The Contractor shall have sole discretion in selecting counsel. Contractor shall further indemnify and hold harmless the Authority against any award of damages and costs made against the Authority by a final judgment of a court of last resort in any such suit. The Authority shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. The Authority reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the Authority unless approved by the Authority Board.

B. If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

1. **Procure for the Authority the right to continue using the products or services.**
2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the Authority, so that they become non-infringing.

3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.

4. Provided, however, that Contractor will not exercise option b.iii. until Contractor and Authority have determined that options b.i. and b.ii. are impractical.

C. Contractor shall have no liability to Authority, however, if any such infringement or claim thereof is based upon or arises out of:

1. The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.

2. The use of the products or services in a manner for which the products or services were neither designated nor contemplated.

3. The claimed infringement in which Authority has any direct or indirect interest by license or otherwise, separate from that granted herein.

10. ASSUMPTION OF RISK

10.0 Contractor expressly and voluntarily assumes all risk to person (including but not limited to death, personal injury and disease) and risk of loss or damage to property to which Contractor, its employees, and/or either of their property is or may be exposed while being in or on Authority’s Premises, except that Contractor makes no assumption of risk to person or property actually and proximately caused by the sole negligence of Authority in areas of Premises designated for Contractor access.

11. TERMINATION—BREACH OR CAUSE

11.0 If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Authority may terminated this contract for default. Termination shall be effected by serving a thirty (30) day written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor shall promptly submit its termination claim to Authority for payment. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

A. If it is later determined by the Authority that the Contractor had an excusable reason for not performing, such as a man-made disaster, fire, or flood, which are not the fault of or are beyond the control of the Contractor, the Authority, may set up a new delivery of performance schedule, and may allow the Contractor to continue work, or treat the termination as a termination for convenience.

B. In the event of breach or default by the Contractor, Authority shall be entitled to all of its damages and reasonable expenses, and its cost to include, but not limited to its reasonable attorneys’ fees incurred because of such default.

11.1 Opportunity to Cure

The Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriated conditions. If Contractor fails to remedy to Authority’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from Authority setting forth the nature of said breach or default, Authority 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 Authority from
also pursuing all available remedies against Contractor and its sureties for said breach or default.

11.2 Waiver of Remedies for any Breach

In the event that Authority elects to waive remedies for any breach by Contract or any covenant, term or condition of this Contract, such waiver by Authority shall not limit Authority’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

12. **TERMINATION - FUNDING**

12.0 Should funding for this contract be discontinued, reduced, or delayed, in whole or in part, Authority shall have the right to terminate the contract immediately upon written notice to Contractor. However, Contractor is entitled to payment for work performed to the date of notice of termination.

13. **TERMINATION - NOTICE**

13.0 Authority may terminate this contract at any time upon thirty (30) days written notice to Contractor. Contractor gets fourteen (14) days to commence cure before termination. The Authority by written notice may terminate this contract, in whole or in part, when it is in the Government’s interest. If the Authority terminates the contract, the Authority shall be liable only for payment under the payment provision of this contract for services rendered before the effective date of termination.

14. **MAINTENANCE OF RECORDS**

14.0 Contractor shall maintain documentation for all charges against Authority. 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 seven (7) years following the date of final payment by Authority and will be subject to audit, at any reasonable time and upon reasonable notice by Authority or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

14.1 Said records shall be made available for inspection by authorized representatives of Authority, the U.S. Department of Transportation, the Comptroller General of the United States of the U.S. General Accounting Office, and the Georgia State Attorney General’s Office during regular working hours at the Contractor’s place of business. Records pertaining to appeals under disputes, to litigation or to the settlement of claims arising under or relating to the performance of the Contract shall be made available for seven (7) years after contract implementation or until disposition of the appeals, litigation, or claims, whichever is later.

14.2 The Contractor shall include, or have included, the requirements of this article in all subcontracts of any tier.

15. **MODIFICATION OF CONTRACT**

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

16. **PARTNERSHIP/JOINT VENTURE**

16.0 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. It is expressly agreed and understood between the parties that the Contractor is an independent Contractor to Authority and as such shall be viewed in law and equity as an independent contractor. No vicarious liability shall be imposed upon the Authority Regional Council, its employees, officers, Board members and member governments. 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.

17. **WAIVER**
17.0 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.

18. EMPLOYMENT

18.0 The Contractor and its subcontractors are prohibited from discriminating against any individual due to race, creed, color, national origin, age or sex and from violating any applicable laws concerning the employment of individuals with disabilities. It is the policy of the Authority 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 and will include this policy in all subcontracts.

19. INSURANCE

19.0 The Contractor shall have and maintain insurance in accordance with the requirements attached hereto (Exhibit D) and incorporated herein by reference. The required certificates of insurance must be provided by the Contractor and approved by Authority before the Notice to Proceed can be issued and before the Contractor can commence performance for any future projects.

19.1 Surety Bonds
The Contractor shall furnish separate performance and payment bonds to the Authority with this Contract, as applicable to Project(s), as Exhibit E. Each bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Project Price is adjusted by Extra Work executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed adjusted by like amount. The performance and payment bonds furnished by the Contractor shall be in a form suitable to the Authority and shall be executed by a surety, or sureties, licensed to do business in Georgia and reasonably acceptable to the Authority. Bonds shall be accompanied by a power of attorney indicating that the person executing the bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to the date of the bond. The power of attorney shall show the date of appointment of the attorney-in-fact and that the appointment and powers have not been revoked and remain in effect.

20. CONTINGENT FEES

20.0 Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure an Authority contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

21. GRATUITIES AND KICKBACKS

21.0 It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee of Authority, or for any employee or former employee of Authority 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. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards.
which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor.

22. **INDEMNIFICATION**

   a. Contractor agrees to defend, indemnify and hold Authority harmless from and against, any and all claims, causes of action, damages, expenses, taxes, assessments, interest, penalties, judgments, and costs, including reasonable attorney fees, incurred directly or indirectly by Authority arising out of or in any way connected with:

      (i) Breach of any of the representations, warranties, covenants and agreements of Contractor set forth in this Agreement, the instruments attached hereto, or any instrument or agreement delivered in connection with this Agreement;

      (ii) Any claim or liability asserted by a third party or any governmental agency against Authority which arises out of or is in any way connected with the ownership or use of: the Goods/services by Contractor, the Premises and Seller’s Business; and

      (iii) The business responsibilities, expenses, costs and liabilities of Contractor, including, but not limited to, all of Contractor’s accounts payable.

   b. Contractor acknowledges that it is prohibited under the Laws of Georgia for a governmental entity to indemnify Contractor for any loss arising out of the provisions of this Contract. Accordingly, Authority does not make any indemnification to Contractor whatsoever under this Contract.

23. **REMEDIES**

23.0 Subject to the other provisions of this Contract, in the event of a breach of any provision of this Contract, the non-breaching party shall be entitled to reasonable attorney fees, costs and expenses incurred for the enforcement of said provisions, in addition to damages for the breach thereof. The remedies set forth in the Contract shall be cumulative, and no one shall be construed as exclusive of any other or of any remedy provided by law, and the failure or delay of any party to exercise any remedy at any time shall not operate as a waiver of the right of such party to exercise any remedy for the same or subsequent default at any time thereafter.

23.1 Dispute Resolution

   The parties agree to make a reasonable effort to informally resolve, among themselves and with the assistance of the Owner’s Representative, disputes that may arise during the performance of this Contract in a timely, professional and non-adversarial manner. In an effort to limit any disputes, the parties agree to periodically meet and evaluate the progress of performance under this Contract. Any agreements reached by the parties utilizing these informal dispute resolution procedures are not binding unless the agreement is contained in an amendment to the Contract that is executed in accordance with the Solicitation. The Authority and the Contractor may exercise such rights or remedies as either may otherwise have with respect to any dispute. Nothing in this provision shall create any right of either party to alternative dispute resolution, arbitration, mediation, or partnering.

24. **NOTICES**

24.0 All notices, requests, demands or other communications hereunder shall be in writing and be delivered to the parties as stated below.

   Notices to Authority:

   Notices to ____________:
25. **MISCELLANEOUS**

25.0 This Contract shall be governed by, enforced and interpreted in accordance with the laws of the State of Georgia.

25.1 This Contract may not be amended orally, and no modification, termination or attempted waiver shall be valid unless in a writing signed by the parties hereto, except as specifically provided otherwise herein. If any provision of this Contract is properly determined to be illegal, invalid or unenforceable, the other provisions of this Contract shall remain in full force and effect, and such illegal, invalid or unenforceable provision shall be automatically modified in such a manner so as to make it valid, legal and enforceable but keeping it as close to its original meaning as possible.

25.2 Except as provided herein below, this Contract, the instruments attached hereto, and/or the rights and obligations set forth herein or in such instruments attached hereto, are not assignable without the prior written consent of the parties hereto, which consent may be granted or withheld by a party in its sole discretion. This Contract shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and permitted assigns.

25.3 This Contract and the instruments attached hereto set forth the entire agreement between the parties with respect to the subject matters thereof, as they existed at the date of this Contract, and it is agreed and distinctly understood that all previous communications and negotiations between the parties, whether verbal or written, not contained herein or in the instruments attached hereto are hereby withdrawn and are annulled.

26. **ATTORNEY FEES**

26.0 Contractor agrees that, in the event either party takes legal action to enforce any provision of the Contract, or to obtain a remedy for any breach of this Contract, and in the event Authority prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs and reasonable attorney fees for Authority.

27. **ASSIGNMENT—CONSENT REQUIRED**

27.0 Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of this proposal at the same prices, terms, and conditions. Authority reserves the right to assign any portion of the Goods/Services awarded under this Contract including option quantities. This assignment, should it occur, shall be agreed to by Authority’s Executive Director and the Contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the Contractor for obligations to the goods/services assigned. Authority’s right of assignment will remain in force during the term or until completion of the contract to include options, whichever occurs first. Authority shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

28. **ENTIRE CONTRACT**

28.0 This Contract sets 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.

29. **FORCE MAJEURE**

29.0 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 God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

30. **GOVERNING LAW**
30.0 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 Georgia. Georgia law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

31. **VENUE**

31.0 Any action between the parties arising from this Contract shall be maintained in the chancery courts of Chatham County, Georgia.

32. **SEVERABILITY**

32.0 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, if the purposes of the Contract can reasonably be fulfilled.

33. **EFFECTIVE DATE**

33.0 This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of Authority. When it has been so signed and filed, this contract shall be effective as of the date first written above.

34. **COUNTERPARTS**

34.0 This Contract may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

35. **AUTHORITY PROPERTY**

35.0 Any Authority property, including but not limited to books, records and equipment that is in Contractor’s possession shall be maintenance by Contractor in good condition and repair, and shall be returned to the Authority by Contractor upon termination of the contract. All goods, documents, records and other work product and property produced during the performance and as a consequence of this contract are deemed to be Authority property.

36. **CONTRACTING OFFICER**

36.0 Authority’s Contracting Officer is the individual with the delegated authority to administer this Contract on behalf of Authority. The Contracting Officer is solely responsible, under direction from the Authority’s Representative, for authorizing services by issuing written orders, and for making any changes to the scope of services, schedule or other contractual terms and conditions by written Contract Modification. No oral representations of any nature form the basis of or may amend the Contract.

36.1 The Contracting Officer may delegate certain specific responsibilities to its authorized representative – Authority’s Representative.

36.2 This Contract will be administered by:

Authority
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Contractor
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
36.3 Written communications shall make reference to the Contract number and shall be mailed to the above address.

37. PUBLICATION AND MEDIA RESTRICTIONS

37.0 The Contractor shall not publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of Authority, unless the Authority has released or approved the release of that data to the public.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date and year first above written.

________________________________________
Authorized Official of Authority
By: _____________________________
Title: ____________________________

__________________________________
Notary Public
My Commission Expires ____________

________________________________________
Authorized Official of Contractor
By: _____________________________
Title: ____________________________

Sworn to and subscribed to before me, a Notary Public, this _________________________ day of _________________________, 2012, by _________________________, the _________________________ of Contractor and duly authorized to execute this instrument on Contractor’s behalf.

__________________________________
Notary Public
My Commission Expires ____________
EXHIBIT C
PROJECT SCHEDULE AND SCHEDULE OF VALUES
EXHIBIT D

INSURANCE REQUIREMENTS
AND CERTIFICATE OF INSURANCE

For Contractors doing business with Authority these Insurance Requirements supersede and replace all Insurance Requirements contained elsewhere in these documents.

1. GENERAL CONSIDERATIONS
It is a requirement of Authority that Contractors must agree to the indemnity obligations set forth in the Contract Documents. The Authority reserves the right to participate in the defense of any claim or action that is brought against Authority.

To insure compliance with this policy, Authority requires each Contractor to carry adequate insurance coverage with a company of companies acceptable to said Authority. The Authority fully understands that no insurance policy of any company licensed to do business in the State of Georgia is all encompassing in coverage or limit of liability.

2. INSURANCE REQUIREMENTS
During the performance and up to the date of final payment, the Contractor must effect and maintain insurance hereafter checked as required. The first (primary) one million dollars licensed to do business in Georgia. The excess over one million dollars ($1,000,000) may be with either a licensed or non-admitted company provided the non-admitted company is: (1) listed as approved to do business in Georgia by the Georgia Department of Insurance, (2) has a Best financial rating of A minus or better, with a policyholder surplus of Roman Numeral X or better, and (3) otherwise acceptable to Authority.

All Comprehensive General Liability policies, and Comprehensive Automobile Liability polices shall be endorsed to include Authority as an Additional Insured and this shall be noted on the Certificates of Insurance.

All policies must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance for the State of Georgia of otherwise authorized. The Contractor shall not commence work under the Contract until it has obtained all insurance coverage’s required hereafter and such insurance has been approved by Authority.

Check if Required:

GENERAL LIABILITY

( x ) a. Comprehensive (Commercial) General Liability:
The Contractor shall have and maintain during the life of the Contract such Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect Contractor from claims for Bodily Injury and Property Damage arising from the Contractor’s operations under the Contract, whether such operations are conducted by Contractor or by any subcontractor of said Contractor. The Bodily Injury Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at anytime resulting therefrom, sustained by a person other than an employee of the Contractor and caused by an occurrence. The Property Damage Liability Insurance shall pay on behalf of the of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of injury to, or destruction of property, including the loss of use thereof, caused by any occurrence.

( ) This policy shall cover liability for damage to property caused by blasting or explosion or collapse, or structural injury to any building or structure, or damage to any property below the surface of
the ground (Explosion, Collapse and Underground Damage) as applicable.

b. Premises and Operations Liability:
The Contractor shall have and maintain during the life of the Contract such Premises and Operations Liability Insurance as shall protect Contractor and Authority from liability resulting from the operations under the Contract by the Contractor.

c. Products and Completed Operations Liability
The Contractor shall provide such Products and Completed Operations Insurance as shall protect Contractor from liability arising out of the Contract and including those products involved in the work for which Contractor is responsible.

d. Broad Form Contractual Liability:
The Contractor shall have and maintain during the life of the Contract such Contractual Liability Insurance as shall protect Contractor from liability resulting from the execution of the Contract by the Contractor. If coverage is not provided on the blanket form basis, a copy of the policy or endorsement providing coverage for contractual liability assumed by the Contractor under its Contract with Authority must be attached to the Certificate of Insurance.

AUTOMOBILE LIABILITY

e. Comprehensive (Business) Automobile Liability (all owned, hired and non-owned):
The Contractor shall have and maintain during the life of the Contract such Comprehensive (Business) Automobile Liability (all owned, hired, and non-owned) Insurance as shall protect the Contractor for claims arising out of the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

WORKER’S COMPENSATION AND EMPLOYERS’ LIABILITY

f. The contractor shall have and maintain during the life of the Contract Worker’s Compensation Insurance conforming with the requirements of the laws of Georgia and (if the box is checked) the Jones Act ( ) and the Longshoremen’s and Harbor Workers’ Compensation Act ( ). In case of any employee or employees are not covered by such laws of Georgia, the Contractor shall provide Employers’ Liability coverage for the protection of such employee or employees.

PROPERTY DAMAGE INSURANCE

g. Builders’ Risk Insurance
The Contractor shall have and maintain during the life of the Contract such Property Insurance upon Contractor’s entire work at the site to the completed value thereof. This insurance shall protect Authority, as its interest may appear in the work, and shall insure against the perils of fire and extended coverage, and shall include “all risk” insurance for the physical loss or damage including without duplication of coverage, theft, vandalism and malicious mischief. All Risk Insurance may contain the normal exclusions such as, but not limited to, flood, earthquake, mysterious disappearance, inherent vice, war and nuclear. If Authority requires coverage for flood or earthquake, specific requirements concerning same are set out hereafter in these specifications. If the Property Insurance contains a co-insurance provision, the Contractor shall be responsible for the amount of insurance satisfying the co-insurance amount so as to make the co-insurance clause inoperable. If not covered otherwise, the Contractor shall have and maintain during the life of the Contract similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in any payment.

h. Other Insurance:

3. ADDITIONAL INSURANCE REQUIREMENTS:
The Certificate of Certificates of Insurance shall contain the following provision, to-wit:

The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse unless and until Authority receives at least thirty (30) days advance written notice of same. Said written notice must be delivered to the Director, Insurance and Safety Division, at his office shown as the address of the Certificate Holder below.

( ) If this box is checked, each of the said polices set out above may contain a deductible feature not in excess of $________________ per occurrence. If a deductible feature is provided in a policy or policies, the Contractor shall be liable for said amount of any claim or loss.

4. The work “Contract” above means the AGREEMENT between Authority and Contractor for this project. The word “Contractor” means the successful Proposer who is the Contractor for this project. The limit “Ea. Occur.”, is the monetary limit applied to each person injured in a given occurrence. The limit “Ea. Occur.”, is the limit of the total liability for claims, subject to the limit for “Ea. Person,” from one common cause. The word “Aggregate” is the limit of the total liability for all damage of the specified coverage for each annual term of the insurance policy.

5. The Contractor is required to have a CERTIFICATE of INSURANCE properly executed by an insurance company or insurance companies authorized to do business in the State of Georgia.

6. MINIMUM LIMITS OF COVERAGE – Coverage shall be at least to the following minimum limits. If the Contractor has obtains primary and umbrella excess policies, there shall be no gap between them.

GENERAL LIABILITY

(a) Comprehensive General Liability
   Bodily Injury $1,000,000 Ea. Occur.
   Property Damage $1,000,000 Ea. Occur.
   (or) Combined Single Limit $1,000,000 Per Occur. Per Project

(b) Premises and Operations Liability
   same limits as in (a) above.

(c) Products and Completed Operations Liability
   same limits as in (a) above.

(d) Contractual Liability
   same limits as in (a) above.

AUTOMOBILE LIABILITY

(e) Comprehensive Automobile Liability (all owned, hired and non-owned)
   Bodily Injury $1,000,000 Ea. Person
   Property Damage $1,000,000 Ea. Occur.
   (or) Combined Single Limit $1,000,000 Per Occur.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

(f) Worker’s Compensation
   Statutory Amount

Employer’s Liability $100,000 Ea. Occur.

PROPERTY DAMAGE
<table>
<thead>
<tr>
<th></th>
<th>Builder’s Risk Insurance</th>
<th>$(Value of Structure)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(h)</td>
<td>Other Insurance</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT E

PERFORMANCE AND PAYMENT BOND

BONDS AND CERTIFICATIONS

1.0 BONDS AND CERTIFICATES

A. This Section includes documents that are to be submitted relating to the Contracting Requirements.

1.1 BONDS

A. This Section includes bond forms required to be submitted by the Contractor.

1.11 BOND REQUIREMENTS

A. Requirements: Contractor shall provide to Authority the required bond information and documents prior to the start of Services. Corporations executing the bonds as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. The penal sums of such bonds shall be as follows:

1. Performance Bond:
   a. The penal sum of the performance bond shall equal 100 percent of the Contract price.

2. Payment Bond:
   a. The penal sum of the payment bond shall equal 100 percent of the Contract price.

B. Failure to furnish: In the event the required bonds are not furnished as specified, the Contracting Officer or other delegated Authority Representative may issue the Notice To Proceed; however, no payment will be made to the Contractor until the required bonds are furnished.

1.2 PERFORMANCE BOND

Contractor’s Information Notice:

Contract No.: Contract Date:

Penal Sum of Bond:

Date Bond Executed:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to Authority in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum “jointly and severally” as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth
opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into the contract identified above:

NOW, THEREFORE, if the Principal shall perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by Authority, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no effect. Surety acknowledges Authority can advance the date of payments to Contractor, and by so doing the Surety remains liable under the terms of the bond.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

Principal(s)

1. Firm Name and Address: ____________________________
   Corporate Seal: ____________________________
   Name and Title: ____________________________
   State of Inc.: ____________________________

2. Firm Name and Address: ____________________________
   Corporate Seal: ____________________________
   Name and Title: ____________________________
   State of Inc.: ____________________________

3. Firm Name and Address: ____________________________
   Corporate Seal: ____________________________
   Name and Title: ____________________________
   State of Inc.: ____________________________

Corporate Surety(ies)

<table>
<thead>
<tr>
<th>Surety A</th>
<th>Surety Name &amp; Address</th>
<th>Liability Limit</th>
</tr>
</thead>
</table>
| Signature: ____________________________
| Name & Title: ____________________________
| State of Inc.: ____________________________ |
| (Seal) |

<table>
<thead>
<tr>
<th>Surety B</th>
<th>Surety Name &amp; Address</th>
<th>Liability Limit</th>
</tr>
</thead>
</table>
| Signature: ____________________________
| Name & Title: ____________________________
| State of Inc.: ____________________________ |
| (Seal) |

<table>
<thead>
<tr>
<th>Surety C</th>
<th>Surety Name &amp; Address</th>
<th>Liability Limit</th>
</tr>
</thead>
</table>
| Signature: ____________________________
| Name & Title: ____________________________
| State of Inc.: ____________________________ |
| (Seal) |

Attach additional pages as needed.
## Performance Bond Instructions:

1. This form is authorized for use in connection with contracts for design and construction work or the furnishing of labor, materials, equipment, supplies and services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)".

4. Corporations executing the bond shall affix their corporate seals.

5. The name of each person signing this performance bond should be typed in the space provided.

6. The date this Bond is executed must be later than the contract execution date.

### 1.3 PAYMENT BOND

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Contract Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Penal Sum of Bond:**

Date Bond Executed:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to the Authority in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into the contract identified above:

NOW, THEREFORE, if the Principal shall promptly make payment to all claimants as hereinafter defined supplying services, labor material and/or equipment in the prosecution of the Work provided for in said contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the
date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where he maintains an office or conducts business, or his residence or such notice shall be served in any manner in which legal process may be served in the state or District of Columbia in which the aforesaid project is located, save that such service need not be made by a public officer.

   b. After the expiration of one (1) year following the date of final settlement of said CONTRACT, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.

Principal(s)

1. Firm Name and Address: Corporate Seal
   Signature: Name and Title: State of Inc.: ____________________________________________________________________

2. Firm Name and Address: Corporate Seal
   Signature: Name and Title: State of Inc.: ____________________________________________________________________

3. Firm Name and Address: Corporate Seal
   Signature: Name and Title: State of Inc.: ____________________________________________________________________

Corporate Surety(ies)

<table>
<thead>
<tr>
<th>Surety A</th>
<th>Surety Name &amp; Address</th>
<th>Liability Limit</th>
<th>(Seal)</th>
</tr>
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<tbody>
<tr>
<td>Signature: ___________________________</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title: _________________________</td>
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<td></td>
<td></td>
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<tr>
<td>State of Inc.: ______________________</td>
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<table>
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<th>Surety B</th>
<th>Surety Name &amp; Address</th>
<th>Liability Limit</th>
<th>(Seal)</th>
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</tr>
<tr>
<td>Name &amp; Title: _________________________</td>
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</tr>
<tr>
<td>State of Inc.: ______________________</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Surety C</th>
<th>Surety Name &amp; Address</th>
<th>Liability Limit</th>
<th>(Seal)</th>
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<tr>
<td>Name &amp; Title:</td>
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<tr>
<td>State of Inc.:</td>
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</tr>
</tbody>
</table>

Attach additional pages as needed.

**Instructions**

1. This form is authorized for use in connection with contracts for design work, construction work or the furnishing of labor, materials, equipment, supplies and services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein.

4. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)".

5. Corporations executing the bond shall affix their corporate seals.

6. The name of each person signing this performance bond should be typed in the space provided.

7. The date this bond is executed must be later than the contract execution date.

1.4 PERFORMANCE AND PAYMENT BONDS (Additional Bond Security)

A. If any surety upon any performance bond furnished in connection with this Contract becomes unacceptable to the Contracting Officer, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Contracting Officer, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the Authority and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

B. If any surety upon any payment bond furnished in connection with this Contract becomes unacceptable to the Contracting Officer, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Contracting Officer, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the Authority and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.