



TERMS AND CONDITIONS

ADDENDA The Jackson Area Transportation Authority know as (JATA) reserves the right to amend or add to this RFP at any time prior to the RFP due date. If it becomes necessary to change or add to any part of this RFP, the Program Manager will furnish an addendum to all prospective Contractors. All addenda will be identified as such and will be made available to all Contractor up to 48 hours prior to the proposal due date.

ADDITIONAL ORDERS Unless it is specifically stated to the contrary in the proposal response, JATA reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

APPLICABLE LAW The contract shall be construed and interpreted according to Michigan law.

ARREARAGES By submitting a response to this solicitation, the Contractor hereby represents that it is not in arrears in the payment of any obligation due and owing monies, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

ASSURANCE OF NON-CONVICTION OF BRIBERY The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

AUDIT Contractor shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. JATA shall have access to and the right to examine and/or audit any records, books, documents and papers of Contractor and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each proposal and be made payable to JATA. If bid security fails to accompany the proposal, it shall be deemed unresponsive, unless the Program Manager

deems the failure to be non-substantial. Such bid bonds or checks will be returned, upon request, to all except the three (3) lowest Contractors after the opening of price proposals, and the remaining checks or bid bonds will be returned, upon request, to all but successful Contractor(s) after award of contract. If a performance bond is required, the successful Contractor must submit an acceptable performance bond in the designated amount of the solicitation award, prior to award of contract. All bid bonds will be returned, upon request, to the successful Contractor after receipt of the performance bond.

BILLING AND PAYMENT Each invoice shall reference JATA purchase order number, as well as bid number for this solicitation. All invoices will be paid within completion of project unless otherwise specified in the RFP document or unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

BRAND NAMES Brand name materials used in these specifications are known and acceptable. Proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Contractor and proof must be provided to JATA.

CARE OF PREMISES Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to JATA's satisfaction at the Contractor's expense.

CANCELLATION JATA reserves the right to cancel this solicitation or to reject all offers received, if the JATA's Program Manager, in accordance with procedures approved by the Board of Directors, determines that it is fiscally advantageous or in the best interest of JATA to cancel the RFP.

COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 The Contractor warrants that both the Contractor and/or any subcontractor of the Contractor do not and shall not hire, recruit or refer for a fee, for employment under this Agreement or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. The Contractor agrees to indemnify and save JATA, its employees harmless from any loss, costs, damages or other expenses suffered or incurred by JATA, its employees by reason of the Contractors or any subcontractor of the Contractors noncompliance with "IRCA." The Contractor agrees to defend JATA, its employees in any proceeding, action or suit brought against JATA, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Contractor with "IRCA". The Contractor recognizes that it is the Contractors responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

COMPLIANCE WITH LAWS Contractor agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time. Contractor agrees to comply with all applicable JATA policies and procedures in effect as of the date of this agreement and as they may be amended from time to time during the term of this contract.

COMPLIANCE WITH APPLICABLE REQUIREMENTS - The Contractor shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Contract Documents. The Contractor in this regard understands that JATA is a public agency which receives both federal and state funding and, if applicable, the Contract Documents and the performance by the Contractor shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration (FTA) and/or the Michigan Department of Transportation (MDOT).

- a) **Termination Due to Insufficient Funds** - If at any time during the term of the Contract the JATA Board of Director or the JATA Finance Director makes a determination that JATA has insufficient funds with which to carry out its performance and obligations under the Contract, then JATA may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs, including Contract closeout costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to JATA.
- b) **Termination Due to Failure to Receive a Grant or other Funding Device** - If at any time during the term of the Contract JATA ceases to receive a grant or other funding device from a third party with which it intended to pay for the goods or services Contracted for, then, unless otherwise directed by the JATA Governing Board, JATA may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs, including Contract closeout costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to JATA.
- c) **Accident Prevention** - The Contractor shall provide and maintain Work environments and procedures, which will safeguard the public and JATA personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; avoid interruptions of JATA operations and delays in project completion dates; and control costs in the performance of the Contract. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or JATA personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the Contract price or extension of the performance schedule on any stop work order issued under this clause. The Contractor shall insert this clause with appropriate changes in the designation of the parties, in subcontracts.

- d) **Application of Federal Laws Clause** - Contractor understands that Federal, state and local laws, regulations, policies, and related administrative practices ("Laws") applicable to the Contract on the date the Contract was executed (the "Execution Date") may be modified from time to time, or new Laws may be established after the Execution Date. Contractor agrees that the most recent of such Laws will govern the administration of the Contract at any particular time, unless there is sufficient evidence in the Contract of a contrary intent. Such contrary intent might be evidenced by express language in the Contract, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a particular provision of the Contract.
- e) **Compliance with Law** - Contractor shall perform all Work hereunder in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, any applicable licensing or permitting laws. The Contractor shall use only licensed personnel to perform Work required by law to be performed by such personnel and shall bear the costs of obtaining all necessary licenses and permits.
- f) **Composition of Contractor** - If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and several hereunder. 1.10 Contracts Involving Federal 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:
- i) 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, 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.
 - ii) 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.
- g) **Federal, State and Local Taxes** - The Contract price includes all applicable federal, state, and local taxes and duties. JATA is exempt from state and local sales and use taxes. In addition, any such taxes included on any invoice or voucher received by JATA shall be deducted from the amount of the invoice or voucher for purposes of payment.
- h) **Fly America Requirements** - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub recipients of Federal funds and their 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.

- i) **Indemnification** - The Contractor shall indemnify and hold harmless JATA as well as its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.
- j) **Independent Contractor** - The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor and supplier of the Contractor and JATA by virtue of the Contract. No provision of the Contract shall be for the benefit of any party other than JATA and the Contractor.
- k) **Interest of Public Officials** - Contractor represents and warrants that no employee, official, or member of the Board of JATA, during his or her tenure or two years thereafter, is or will have a pecuniary interest or benefit directly or indirectly from the Contract or the proceeds thereof. Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of JATA. For breach of any representation or warranty in this clause, JATA shall have the right to annul the Contract without liability and/or have recourse to any other remedy it may have at law.
- l) **Material and Workmanship** - All equipment, material, and articles incorporated into the Work covered by the Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor at its option may use any equipment, material, article, or process that, in the judgment of the Contracting 60 Officer, is equal to that named in the specifications, unless otherwise specifically provided in the Contract.
- m) **Organization and Direction of the Work** - When the Contract is executed, the Contractor shall, at the request of the Project Manager, submit to the Project Manager a chart showing the general executive and administrative organization, the personnel to be employed concerning the Work under the Contract, and their respective duties. The Contractor shall keep the data furnished current by supplementing it, as additional information becomes available. Work performance under the Contract shall be under the full-time resident direction of:
 - i) The Contractor, if the Contractor is an individual;
 - ii) One or more principal partners, if the Contractor is a partnership; or
 - iii) One or more senior officers, if Contractor is a corporation, association, or similar legal entity. However, if the Contracting Officer approves, a specific person may represent the

Contractor in the direction of the Work or persons holding positions other than those identified in this paragraph.

- n) **Prohibition Against Contingent Fees** - Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure the Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract. For the breach or violation of this provision, the Executive Director shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- o) **Subcontractors and Outside Consultants** - Any subcontractors and outside associates or consultants required by the Contractor concerning the services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by JATA concerning the award of the Contract. Any substitution in such subcontracts, associates, or consultants will be subject to the prior approval of the Contracting Officer.

CONTINGENT FEES Contractor hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

CONTRACT AMENDMENTS JATA, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by JATA before the Contractor performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the Statement of Work unless a price for those products or services has been negotiated with JATA, and the Contractor has received a signed contract amendment from the Program manager.

CONTRACT DEADLINES The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, JATA reserves the right to assess liquidated damages and/or make an open market purchase.

CONTRACT DOCUMENTS The general conditions of this RFP, the Contractor's proposal, and the signed Agreement form the contract. The documents shall have the following order of precedence: this RFP, the Agreement, the Contractor's proposal.

CONTRACT TERMINATION The contract may be terminated for any of the following reasons: failure of the Contractor to meet the mandatory requirements as described in this solicitation; failure of the Contractor to meet required deadlines; failure of the Contractor to resolve problems in a timely manner; or lack of JATA funding.

CONTRACTORS This RFP is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. JATA reserves the right to reject any subcontractor.

DELIVERY AND PACKING Prices shall be Free On Board (FOB) Destination freight prepaid to the delivery designated. Contractor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense. All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful Contractor to the designated location as indicated on the JATA purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED. DELIVERY OF PROPOSALS Sealed proposals must be received in the Procurement Office by the date and time specified in the RFP in order to be considered. NO LATE PROPOSALS WILL BE ACCEPTED. Late proposals will be returned to the Contractor unopened.

ERRORS IN PROPOSALS Contractors are assumed to be informed regarding conditions, requirements, and specifications prior to submitting proposals. Failure to do so will be at the Contractors risk. Proposals already submitted may be withdrawn without penalty prior to proposal opening date. Errors discovered after proposal opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Contractor must be evident on the face of the proposal.

FAILURE TO DELIVER If the Contractor fails to comply with any established delivery requirements, JATA reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by JATA and to invoice charges to the Contractor.

FINANCIAL DISCLOSURE The Contractor shall comply with the provisions which requires that every business that enters into contracts, leases, or other agreements with JATA or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000.

HAZARDOUS AND TOXIC SUBSTANCES Contractor must comply with all applicable Federal, State, and County laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Contractor shall provide JATA with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

INDEMNIFICATION The Contractor shall be responsible for any loss, bodily injury, personal injury, expense, death and any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless JATA and its Board of Directors and employees, from any claim, damage, liability, injury, expense, and loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement. Accordingly, JATA shall notify Contractor promptly in writing of any claim or action brought against JATA in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. JATA shall have the right and option to be represented in any such claim or action at its own expense. JATA will not indemnify the Contractor. This indemnification provision shall survive the termination or completion of this agreement.

INSPECTION OF PREMISES If a site visit is recommended or required, each Contractor is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Contractor, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to JATA.

INSURANCE If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless JATA from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by the Contractor.

MINORITY PARTICIPATION It is the policy of JATA to strongly encourage minority businesses to provide goods and services for the performance of JATA projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

NON-ASSIGNMENT AND SUBCONTRACTING Contractor shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of JATA. No contract shall be made by Contractor with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval from JATA. These provisions will not be taken as requiring the approval of the contract of employment between Contractor and its personnel.

NON-COLLUSION Contractor certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Contractor also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Contractor or Contractor herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

NON-DISCRIMINATION The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard

commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

NOTICE TO CURE JATA reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the Authority. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, JATA shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, JATA may terminate the contract.

PATENTS Contractor guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Contractor will at his/her own expense, indemnify, protect and save harmless JATA, its Board of Directors, and employees with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of goods.

PERFORMANCE ACCEPTANCE PERIOD The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractor's proposal. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, JATA shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to JATA. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by JATA will prevail and be final.

PREPARATION OF PROPOSAL Proposals submitted must be hand signed by an authorized agent of the company submitting the proposal. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. Contractor may attach a letter of explanation to the proposal for clarification. Contractors will be required, if requested by JATA, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. JATA reserves the right to inspect any Contractor's place of business prior to award of contract to determine Contractor responsibility.

PROPOSAL INSTRUMENTS Proposal instruments include the RFP, addenda, terms and conditions, contract terms, and specifications. Proposals should be prepared simply and economically, and should provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The Contractor will bear any and all costs incurred in the preparation and submission of proposals.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

- a) **Approval of Materials** - When required by the Contract or by the Contracting Officer, the Contractor shall obtain the Contracting Officer's approval of the material or articles, which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer full information concerning the material or articles, including, but not limited to the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When directed to do so by the Contracting Officer, the

Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection. All Work under the Contract shall be performed in a skillful and workmanlike manner, unless a higher standard of care is specified. The Contracting Officer may require, in writing, that the Contractor removes from the Work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

b) Changes

- i) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Contract, including changes:
 - (1) In the specifications (including drawings and designs;
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- ii) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause, provided, that the Contractor gives the Contracting Officer written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- iii) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- iv) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under the 63 Contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the Contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than twenty (20) days before the Contractor gives written notice as required.
- v) In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- vi) The Contractor must assert its right to an adjustment under this clause within thirty (30) days after:
 - (1) Receipt of a written change order under paragraph (a) of this clause or
 - (2) The furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

- vii) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Contract.
- c) **Errors and Omissions** - Notwithstanding the provision of data supplied by JATA, the Contractor shall have the responsibility of supplying all details required to make the product or service complete and ready for use although such details may not be specifically mentioned in the specifications. The Contractor shall take no advantage of any apparent error or omission, which he might discover in the plans or specifications, but shall forthwith notify the Contracting Officer of such discovery, who will then make such corrections and interpretations as he deems necessary for reflecting the actual spirit and intent of the plans and specifications.
- d) **Insurance** - The Government and the Authority requires insurance coverage to be carried by the Contractor covering the materials, equipment and/or other goods for the time period from shipment and delivery at the designated receiving area, through final acceptance of the goods, services and/or equipment by the Authority. In addition, the contractor will be required to show evidence of automobile and general liability insurance, which is acceptable to the Authority. The general liability insurance shall name the Jackson Area Transportation Authority as an additional insured. The contractor shall secure and maintain during the progress of the work such insurance from a financially responsible insurance company, licensed in the State of Michigan, and approved by the Authority, that will protect himself, his sub-contractors, and the Authority from claims for bodily injury, death, or property damage which may arise from performance of this contract. The amounts and types of such insurance shall be not less than the following:
- i) **Worker's Compensation Insurance:** The Contractor and any subcontractor shall furnish proof of worker's compensation insurance to cover all employees during delivery, installation, assembly or related services in conjunction with this Project and to hold the Authority harmless from any costs due to accidents or other liabilities mentioned in the Worker's Compensation Law. The Contractor shall also furnish, at the time of delivery of this contract and at such other times as may be requested, a copy of such insurance policies herein referred to.
- ii) **Automotive Liability and Property Damage Insurance with limits of at least:**
- (1) Bodily Injury, each person \$500,000
 - (2) Bodily Injury, each occurrence \$500,000
 - (3) Property Damage, each occurrence \$100,000 (or in alternative to 1, 2, and 3)
 - (4) Bodily Injury and Property Damage Combined Single Limit, each occurrence \$500,000.
- iii) **Comprehensive General Liability of at least:**
- (1) Bodily Injury, each occurrence \$1,000,000
 - (2) Bodily Injury, aggregate \$2,000,000
 - (3) Property Damage, each occurrence \$1,000,000
 - (4) Property Damage, aggregate \$2,000,000 (or in alternative to 1, 2, 3 and 4)
 - (5) Bodily Injury and Property Damage Combined Single Limit each occurrence \$1,000,000 and aggregate \$2,000,000.
- iv) To comply with the required limits of liability, such insurance may be placed in more than one policy, including an excess umbrella type policy.

- v) Certificates of Insurance: Before commencing prosecution of the Contract, Contractor shall mail to JATA Certificates of Insurance satisfactory to JATA from each insurance company evidencing the insurance as required above is in force, stating policy number(s), dates of expiration and limits of liability there under. All copies of policies and Certificates of Insurance submitted to JATA shall be in form and content acceptable to JATA.
 - vi) Approval of Forms and Companies: Each policy shall provide for ten (10) days written notice to the Authority for cancellation, expiration, termination, or change in condition of policy. The Contractor shall submit evidence of coverage required, including certificate of insurance, to the Authority for review and indicate its approval or disapproval. New policies shall be provided to the Authority in place of all policies disapproved. Insurance which expire before Contractor's work is accepted by the Authority shall be renewed and evidence of such renewal shall be submitted to the Authority for approval.
 - vii) Subcontractors: If any part of the Work is sublet, the Contractor shall require any and all subcontractors performing Work under the Contract to carry insurance of the type and limits of liability as the Contractor shall deem appropriate and adequate. In the event, a subcontractor is unable to furnish adequate insurance as provided above, the Contractor shall endorse the subcontractor as an Additional Insured. The Contractor shall obtain and furnish to JATA certificates of insurance evidencing subcontractors' insurance coverage.
- e) **Notice of Labor Dispute -**
- i) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.
 - ii) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of the Contract, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

PROVISIONS APPLICABLE ONLY TO CONTRACTS EXCEEDING \$150,000

- a) Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- b) 4.3 Record Keeping Requirements. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or

subcontractor for inspection, copying, or transcription by authorized representatives of JATA and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

- c) **Performance during Dispute** - Unless otherwise directed by JATA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

PROVISION RELATING TO ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS

- a) **Special Termination Provisions** - JATA may terminate the Contract in whole or in part, for the convenience of JATA or because of the failure of the Contractor to fulfill the Contract obligations. JATA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Contract, whether completed or in process. If the termination is for the convenience of JATA, the Contracting Officer shall make an equitable adjustment in the Contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the Contract obligations, JATA may complete the Work by Contract or otherwise and the Contractor shall be liable for any additional cost incurred by JATA. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of JATA.

PROVISIONS RELATING TO CONSTRUCTION CONTRACTS

- a) **Cleaning Up** - The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the Work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of JATA. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.
- b) **Continuing the Work** - The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with JATA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and JATA may otherwise agree in writing. Suspension of the Work by the Contractor during any dispute or disagreement with JATA shall entitle JATA to terminate the Contract for cause, except as otherwise provided in the General Provisions. This section supersedes other sections concerning continuing work.
- c) **Cooperation of Contractor** - The Contractor will be supplied with three (3) copies each of the plans and specifications. Contractor shall have available on the work site at all times one copy each of the plans and specifications. The Contractor, for the cost of reproduction, may obtain additional copies of plans and specifications. The Contractor shall give constant attention to the Work to facilitate the progress thereof, and he shall cooperate with the Project Manager and

any inspectors and with other contractors in every way possible. The Project Manager shall allocate the Work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work site at all times who is fully authorized as his agent. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Project Manager or his authorized representative.

- d) **Veterans Employment** - As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees and assures that it:
- i) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or 51 FTA Master Agreement MA(21), 10-1-2014 appropriated for 49 U.S.C. chapter 53, and
 - ii) Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
- e) **Differing Site Conditions**
- i) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of: (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract; or (2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in the Contract. The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under the Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract modified in writing accordingly.
 - ii) No request by the Contractor for an equitable adjustment to the Contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer. No request by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under the Contract.
- f) **Layout of Work** - The Contractor shall lay out its Work from base lines and benchmarks indicated on the drawings, and shall be responsible for all measurements concerning the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the Work to the lines and grades that may be established or indicated by the Project Manager. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Project Manager until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Project Manager may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

- g) **Maintenance during Construction** - The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. All costs of maintenance Work during construction and before the project is accepted shall be included in the unit prices bid on the various Contract items, and the Contractor will not be paid an additional amount for such work. Should the Contractor at any time fail to maintain the work, the Project Manager shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Project Manager's notification, the Project Manager may suspend any Work necessary for JATA to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by JATA shall be deducted from monies due or to become due the Contractor.
- h) **Operations and Storage Areas** -
- i) The Contractor shall confine all operations (including storage of materials) on JATA premises to areas authorized or approved by the Project Manager. The Contractor shall hold and save JATA, its officers, agents, free, and harmless from liability of any nature occasioned by the Contractor's performance.
 - ii) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the prior written approval of the Project Manager and shall be built with labor and materials furnished by the Contractor without expense to JATA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor upon completion of the work. With the written consent of the Project Manager, the buildings and utilities may be abandoned and need not be removed.
 - iii) The Contractor shall, under regulations prescribed by the Project Manager, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Project Manager. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- i) **Protection of Vegetation, Structures, Equipment & Utilities** - The Contractor shall preserve and protect all existing structures, equipment, and vegetation (such as trees, shrubs, and grass), on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the Work required under the Contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Project Manager. The Contractor shall protect from damage all existing improvements and

utilities at or near the work site, and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Project Manager may have the necessary Work performed and charge the cost to the Contractor.

- j) **Safety** - Contractor agrees to provide appropriate safety barricades, signs, and signal lights; comply with the standards issued by the Secretary of Labor at 29 C.F.R. Part 1926 and 29 C.F.R. Part 1910; and ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- k) **Schedules for Construction Contracts** -
 - i) The Contractor shall, within five days after the Work commences on the Contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work. The Contractor will supply the dates on which the Contractor contemplates starting and completing the several salient features of the Work (including 79 acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
 - ii) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to JATA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
 - iii) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause, shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of the Contract.
- l) **Specifications and Drawings** -
 - i) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Project Manager access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not

- mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- ii) Wherever in the specifications or upon the drawings the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer is intended and similarly, the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “Approved by,” or “acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.
 - iii) Where “as shown,” as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word “provided” as used herein shall be understood to mean, “provide complete in place,” that is “furnished and installed”.
 - iv) "Shop drawings" means drawings, submitted to JATA by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction Contract, showing in detail the proposed fabrication and assembly of structural elements, and the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract. JATA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.
 - v) If the Contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate JATA’s reasons therefor. Any Work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with (f) below.
 - vi) If shop drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate Contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

vii) The Contractor shall submit to the Contracting Officer for approval four (4) copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three (3) sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the Work under the Contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

m) Suspension of Work -

- i) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work of the Contract for the period of time that the Contracting Officer determines appropriate for the convenience of JATA.
- ii) If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted:
 - (1) By an act of the Contracting Officer in the administration of the Contract, or
 - (2) By the Contracting Officer's failure to act within the time specified in the Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of the Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of the Contract.
- iii) A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved. Nevertheless, this requirement shall not apply as to a claim resulting from a suspension order unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract. 82

n) Use and Possession Prior To Completion -

- i) JATA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that JATA intends to take possession of or use. However, failure of the Contracting Officer to list any item of Work shall not relieve the Contractor's responsibility for complying with the Contract terms. The Government's possession or use shall not be deemed an acceptance of any Work under the Contract
- ii) While JATA has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from JATA's possession or use. If prior possession or use by JATA delays the progress of the Work or causes additional expense to the Contractor an equitable adjustment shall be made in the Contract price or the time of completion, and the Contract shall be modified in writing accordingly.

- o) **Utilities** - Contractor shall be responsible for all utilities that are necessary to perform the Work required by the Contract.
- p) **Department of Labor Equal Opportunity Employment** -

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) Must be included in construction contracts and subcontracts that exceed \$10,000

- i) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- ii) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area.
 - 1. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.
 - 2. The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.
- iii) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

- iv) As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

PRODUCT TESTING DURING TERM OF CONTRACT Goods delivered under any contract resulting from this RFP may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by JATA unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

PUBLICITY The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to JATA without the express written approval of JATA Government and Community Relations Manager obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing JATA on its routine client list for matters of references.

RECORD RETENTION If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to JATA, for a period of three (3) years from the date of final payment under this agreement.

REFERENCES Contractor must provide at least three references from former or current clients who can confirm the Contractors experience with projects that are similar in size or scope. The references provided must be able to confirm, without reservation, the Contractors ability to provide the level of services requested in this solicitation.

REJECTIONS AND CANCELLATIONS JATA reserves the right to accept or reject any or all proposals in whole or in part for any reason. JATA reserves the right to waive any informality and to make awards in the best interest of the Authority. JATA also reserves the right to reject the proposal of any Contractor who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this RFP. JATA may cancel this solicitation in whole or in part, at its sole discretion.

RIGHT TO STOP WORK If the JATA determines, either directly or indirectly, that the Contractor’s performance is not within the specifications, terms or conditions of this RFP and/or that the quality of the job is unacceptable, JATA has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of JATA. JATA also reserves the right to re-solicit this contract if it is decided that performance is not within the specifications as set out.

SAMPLES AND CATALOG CUTS If samples are required, Contractor shall be responsible for delivery of samples to location indicated. Failure of the Contractor to clearly identify samples as indicated may

result in rejection of the proposal. JATA reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

SIGNATURE Each proposal must show the full business address and telephone number of the Contractor and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the RFP and contract will be mailed or delivered to the address shown on the proposal. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE. SPECIFICATIONS AND STATEMENT OF WORK** The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and JATA will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Contractor to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) MUST BE INCLUDED IN CONSTRUCTION CONTRACTS AND SUBCONTRACTS THAT EXCEED \$10,000

1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d) "Minority" includes:
 - i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv) American Indian or Alaskan Native (all persons having o 84
 - (1) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 - (2) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades

which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (3) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (4) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
- (5) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (6) The Contractor shall take specific affirmative action's to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry

out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and 86 discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (7) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the

industry, ensures that the concrete benefits of the program are reflected in the 87 Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- (8) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (9) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (10) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (11) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (12) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (13) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(14) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- (a) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

SUBCONTRACTORS Contractors must submit the names and addresses of all subcontractors to be retained for this project. JATA reserves the right to reject. Subcontractors shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by JATA. If a subcontractor is determined to be unacceptable by JATA, the firm shall substitute an acceptable subcontractor with no change in any Contract unit prices or overall Contract sum. If a firm fails, within a timely manner, to propose another subcontractor to whom JATA has no objection, JATA reserves the right to reject the proposal. The firm will use only those subcontractors approved by JATA. All subcontractors shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor, as if they were the Contractor referred to herein. The Contractor is responsible for the Contract performance, whether or not subcontractors are used.

TAXES JATA is exempt from Federal and Michigan taxes. Contractor shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.

TERMINATION BASED ON LACK OF FUNDING Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, JATA's appropriating authority is deemed to be the Board of Directors of JATA. Insufficient funds shall be grounds for immediate termination of the contract.

TERMINATION OF CONTRACT JATA reserves the right to cancel the Contract awarded to the Contractor if, in JATA's judgment, performance under the Contract is unsatisfactory. It is understood, however, that if at any time during the term of the Contract, performance there under is deemed to be unsatisfactory, JATA shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within fifteen (15) calendar days from the receipt of such notification. If such corrections are not made within the specified period, JATA may terminate the Contract at that time.

TERMINATION FOR DEFAULT If an award results from this RFP, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of JATA. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

TERMINATION FOR THE CONVENIENCE OF JATA The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the Executive Director shall deem that termination is in the best interest of the Authority. Such determination shall be at the sole discretion of the Executive Director. In such event, JATA shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. The Contractor shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

WARRANTY Contractor expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by JATA and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by JATA's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Contractor further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Contractors sole expense.

WITHDRAWAL OF BIDS A proposal shall be withdrawn by written or fax request, confirmed immediately in writing, provided that such requests are received prior to the time of opening proposals. JATA shall not be held responsible for the timely receipt of any requests for withdrawal, and the Contractor is cautioned to transmit any such request in ample time for delivery before the proposal opening hour and date. No proposal received can be withdrawn by any Contractor after the opening, as no claim for release due to mistakes or omissions in the proposal shall be considered. Each Contractor shall be held strictly responsible for its proposal

ATTACHMENT A

REPLACEMENT OF HVAC UNITS AND ADDITION OF DUCT & VENTING MATERIALS – JATA TRANSFER CENTER

Instructions for Completing the Price Proposal

Contractors must provide a base price for the Scope of the RTU removals and the removal of the gas furnace. Contractors must provide a base price for the Scope of the two new RTUs including all materials and component parts needed. Contractors must provide a base price for the Scope of the duct work and applicable materials. The Total Proposed Price will be used for evaluation scoring, although JATA may choose to not proceed with the proposal if JATA deems it to be in JATA’s best interest.

Item	Description	Price
1.	Surveying the site, project implementation plan and other documents, such as drawings created by the Contractor.	\$
2.	Complete removal the two RTUs including the curb adapter	\$
3.	Complete removal of gas furnace inside the Transfer Center including all materials and duct work.	\$
4.	Installation of the two-brand new RTUs including curb adapter and other necessary component parts and materials to complete the installation.	\$
5.	Installation and reconfiguration of duct work inside the customer side of the Transfer Center.	\$
6.	Total cost of labor for the entire project.	\$
7.	Total cost of materials if not included above.	\$
8.	TOTAL LUMP SUM PROPOSED PRICE	\$

Company Name: _____

Print Name of Signer and Title: _____

Signature

Date



Replacement of HVAC Units and Addition of Duct & Venting Materials – JATA Transfer Center

Request for Proposal Project # 2020-049-00

SCHEDULE OF ACTIVITIES:

RFP Released:	November 17, 2020
Written Questions from Contractor Due to JATA:	November 26, 2020 @ 2:00 P.M. (EST)
Pre-Proposal Meeting	None scheduled
JATA's Responses to Questions Released:	December 9, 2020
Number of Proposals and Due Date:	Submit (3) proposal copies and (1) electronic ("PDF") copy on a flash drive by 2:00 P.M. (EDT) on Monday, January 18, 2021
Oral Presentations (if deemed necessary):	Appointments scheduled week of January 25, 2021
Anticipated Award Date:	January 29, 2021

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SECTION I: PROCUREMENT PROCESS

I-A ISSUING OFFICE

This Request for Proposal (RFP) is issued by the Jackson Area Transportation Authority, hereinafter known as JATA, 2350 East High Street, Jackson, MI 49203. All communications regarding this project during the procurement process must be in writing and addressed to the Program Manager:

Chad Cumberworth
Program Manager
Jackson Area Transportation Authority
2350 E. High Street
Jackson, MI 49203
E-mail: Chad.Cumberworth@mijata.org

The above-named individual will also serve as the Project Manager after contract award.

I-B PROJECT OVERSIGHT

The oversight of this JATA Project is the responsibility of the JATA Project Manager, named in Section I-A above.

The Contractor will be required to work with JATA staff and service agencies as directed by JATA throughout the duration of the contract and attend progress meetings as required by the JATA Project Manager.

The Contractor is expected to abide by the terms and conditions laid out in **Appendix C - Terms and Conditions**.

I-C INCURRING COSTS

JATA is not liable for any cost incurred by any party prior to signing of a contract with that party and then only upon written authorization from JATA to proceed with the project.

I-D CONTRACT TERM

The term of the proposed contract will enter into force on the date on which it is signed by the last contracting party and will continue until project completion and satisfactory submission of any and all forms or documentation as required under all federal, state, and local guidelines, rules, or regulations and/or as outlined below for this solicitation.

*This RFP does not commit the agency to award a contract, to pay any cost incurred in the preparation of the proposal, or to preclude JATA from canceling, in part or in its entirety, this RFP, for sound, documentable business reasons.

I-E TYPE OF CONTRACT

The award of this solicitation will result in a Fixed-Price Contract.

I-F QUESTIONS/CHANGES TO THE RFP

JATA will provide the same information to all interested parties to promote fair, open, and transparent competition in the procurement process. All questions are to be submitted in writing. Submit written questions (via U.S. postal service or e-mail) to the JATA Program Manager at the address indicated in Section I-A no later than the date and time indicated on the Schedule of Activities above. Any changes made to this RFP, in response to the questions or concerns raised in any scheduled pre-proposal meeting or through correspondence received by JATA prior to the pre-proposal meeting, will be put in writing to all firms attending any scheduled pre-proposal meeting or otherwise indicating an interest in this project by the date stated on the above Schedule of Activities page. No changes will be made in the RFP after such changes/answers are distributed.

I-G PRE-PROPOSAL MEETING

It is recommended that all Contractors wishing to bid on this proposal set up a pre-proposal meeting to look over the project to get an idea of the scope of work in person and have the ability to see the as-is condition of the project. You can schedule your meeting by contacting the project manager – Chad Cumberworth @ 517-780-3780 or by email Chad.Cumberworth@mijata.org.

I-H PROPOSALS

To be considered for award, each respondent must submit a complete response to the RFP, using the designated format and accepting the requirements of Sections II and III below. Proposals are to be submitted only to JATA. No other distribution of proposals is to be made. An official authorized to bind the respondent to the proposal must sign the proposal in ink. Submission of a proposal shall bind the respondent to all provisions of the proposal, including costs, for a period extending no less than ninety (90) days following the Proposal Due Date, which is stated in the Schedule of Activities above.

Submit the number of proposal copies per the directions indicated on the Schedule of Activities page. Proposals, including the pricing in **Attachment A – Replacement of HVAC Units and Addition of Duct & Venting Materials – JATA Transfer Center Price Proposal**, must be submitted to JATA by the time and date set as the Proposal Due Date. The respondent is solely responsible for the timely delivery of the proposal to JATA. Except as provided below, late proposals will not be considered.

Proposal shall contain a cover letter signed by a person authorized to bind the Proposer (i) agreeing that the Proposal shall remain valid for not less than 90 days (as extended in the event of a Protest) and (ii) providing a name, physical address, and email address of such person who is administering the Proposal, who has authority to bind the Proposer and to whom JATA may submit notices and writings regarding this RFP. It is to this person and at this email address that JATA will provide notices and other matters regarding this RFP.

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. Proposals shall be organized as follows:

The Proposal shall be submitted in a binder with tabs as set forth below:

- Section 1: Title Page; show the RFP subject, the name of the Contractor's firm, address, telephone number, name of contact person, and date.
 - Section 2: Table of Contents.
 - Section 3: Introduction of Firm, to include the name and title of the person authorized to enter into a Contract on behalf of the company.
 - Section 4: Capability, Qualifications, and Experience of Firm.
 - Respondents must demonstrate the requisite capability, qualifications, and experience and provide evidence of successful engagements elsewhere. Submissions must include at a minimum.
 - ✓ Experience – A description of your firm's experience with the unique nature of this project. Include descriptions of prior or present projects which would tend to substantiate your qualifications to perform this project.
 - ✓ Qualifications – A description of the qualifications of individuals who will be performing the work, their job titles, and any certifications or licenses which are applicable.
 - ✓ References – Provide a minimum of four references with the business's name, address, project date, contact person and that person's email and phone number.
- *Submitted qualifications become the property of JATA. The contents of the submitted qualifications are considered valid for 60 days after the submission deadline.
- Section 5: Proposal Submission Forms
 - Complete and return **Attachment A - Replacement of HVAC Units and Addition of Duct & Venting Materials – JATA Transfer Center Price Proposal**.
 - Proposed prices should be firm (fixed).
 - If a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer may offer that better pricing option as an alternative.
 - Section 6: Proposed Approach.
 - Section 7: Proposed Timeline and Major Milestones.

Submission of Proposals

The Proposer must submit its Proposal, which must be received by JATA no later than the date and time specified in Schedule of Activities in this RFP or on the RFP cover page. The envelope containing the Proposal must be marked with the RFP number and title as set forth on the cover page of this RFP.

Proposals may be hand-delivered, mailed, or sent via a reputable national courier (such as UPS or Fed-Ex). All Proposals must be delivered to the following address:

Jackson Area Transportation Authority
Attn: Project Manager
2350 East High Street

Jackson, MI 49203

and must be received by JATA by the date and time set forth in the Schedule of Activities of this RFP. If a Proposal is hand-delivered, it must be delivered to the front desk at the above address.

Any Proposal not timely received may, in JATA's sole and absolute discretion, be rejected. Late proposals received after the Proposal Due Date may be considered, if the respondent establishes to JATA's satisfaction within five (5) days of the Proposal Due Date that the delay was due to an independent event outside the control of respondent, such as acts of God or the public enemy, war, national pandemic, labor strikes, the failure of the U. S. Postal Service to deliver first-class, registered, or certified mail within five (5) days, or the failure of a national courier service recognized by JATA to deliver as guaranteed or specified. JATA will require documentation to excuse late delivery, including, but not limited to, signed statements or affidavits, postmarks, original postal receipts, courier receipts, and shipment tracking logs in a form satisfactory to JATA. All proposals submitted in response to this RFP will become the property of JATA and will not be returned to the respondent.

I-I ACCEPTANCE OF PROPOSAL CONTENT

The contents of this RFP, its attachments, and the proposal will become contractual obligations if a contract ensues. Failure of the successful respondent to accept these obligations may result in elimination of the respondent from the selection process.

I-J ECONOMY OF PRESENTATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements in the associated attachments, including pricing, and objectives of this RFP. Emphasis should be on completeness and clarity of content.

I-K PRIMARY CONTRACTOR RESPONSIBILITIES

The selected Contractor will be required to assume responsibility for all services offered in its proposal whether or not the Contractor performs them. Further, JATA will consider the selected respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime Contractor must provide a complete description of work subcontracted and descriptive information about the subcontractor's organization, capabilities, and Certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) status. The prime Contractor is totally responsible for adherence by the subcontractors to all provisions of the contract. FTA and DBE certifications for any subcontractors must be included in the proposals if applicable. All subcontractors must be included in the proposal with descriptions of the firms' qualifications and the qualifications of the key individuals assigned to this project. All subcontractors are subject to JATA review and written approval prior to their participation in the project.

I-L OTHER DUTIES ASSIGNED BY JATA

The Contractor may be asked to provide additional goods or services that have not been outlined in this RFP. When additional goods or services beyond those outlined in this RFP and in the Contractor’s proposal are identified, JATA and the Contractor will discuss the Contractor’s ability to complete this work. If JATA determines the Contractor should provide such additional goods or services, the Contractor will provide a Request for a Task Order describing the goods or work to be done and all associated costs and prices. A written task order will then be issued by JATA.

I-M SELECTION CRITERIA

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent’s proposal. These are listed in order of importance:

- **Firm Experience** as mentioned in Section I-H
- **Understanding of Scope of Work and Proposed Approach.** How well the proposal addresses techniques for completing the tasks outlined in the Scope of Work and demonstrates an understanding of the overall project goals.
- **Proposed Timeline.** Ability to complete the work by the scheduled due dates as well as timely delivery or completion of Contractor designed milestones.
- **Proposed Price/Cost – Attachment A – Replacement of HVAC Units and Addition of Duct & Venting Materials – JATA Transfer Center Price Proposal.**
- **Overall Evaluation.** Overall evaluation of the proposal and the vendor, including with respect to the vendor, satisfactory references, legal status and compliance, experience with other projects and procurements, and other matters of concern as outlined above.

JATA will evaluate criteria on a best value basis which considers both price and the above technical factors to determine the offer that is most advantageous and presents JATA with the best overall value. The cost basis for the proposal will be used to evaluate the price proposal. Price will be evaluated in comparison to the above technical factors in the group.

Respondents may be required to update their proposals in writing if clarification or additional information is needed. Inquiries may be made of Respondents concerning their proposals. At any time during this process, JATA reserves the right to re-bid, award, or cancel the project, as JATA determines.

Each Contractor should make every effort to include Disadvantaged Business Enterprises (DBE) in this project.

JATA will use the following criteria to evaluate the proposals:

Experience of firm	Available points = 20 points
Understanding of Scope of Work	Available points = 20 points
Proposed timeline	Available points = 20 points
Price Proposal - Attachment B	Available points = 20 points
Overall evaluation	Available points = 20 points
Total	Total Available points =100 points

I-O ORAL PRESENTATION

Those Respondents deemed by JATA to be most responsive to the needs of JATA may be asked to make oral presentations to JATA. These presentations provide an opportunity for the Respondent to clarify the proposals through mutual discussion. This is not a time to simply review the contents of the proposal, but to present to JATA your approach to this project. If oral presentations are held, Respondents will be notified of the date of the presentations and the time allowed.

I-P SELECTION PROCESS

JATA may select a comparative range of proposals for further negotiations and discussions. This will be based upon sufficient analysis of technical factors and cost/price to identify those proposals that may not be competitive or those where technical or cost/price elements need to be addressed as part of the negotiation process. All those Respondents who are determined to be within the competitive range may be invited to participate in oral and/or written discussions and in further negotiations regarding their proposals. All firms within the competitive range will have equal participation in the discussions and negotiations. JATA's goal is to obtain final and best offers from each of the firms from which it may then make a selection for final negotiations and the procurement award.

The final selection shall be made on a best value basis at the conclusion of negotiations and be based upon evaluation of the best and final offers, unless a determination has been made instead to make an award on the basis of initial proposals without conducting discussions.

I-Q RESERVATION OF RIGHTS

JATA reserves its rights to cancel, amend, or reissue this RFP or the Project at any time and may cancel any award pursuant to this RFP or seek amended or new proposals as JATA deems necessary. JATA further reserves the right to:

- Reject all proposals and re-solicit or cancel the RFP, if deemed by JATA to be in its best interest to do so;
- Enter into a contract with any Respondent, based upon the initial proposal, or on the basis of a Best and Final offer, with or without conducting written or oral discussions;
- Award a contract to a Respondent other than the Respondent that submitted the lowest price proposal.

I-R INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the respondent certifies or, in the case of a joint proposal, each party thereto certifies as to its own organization, in connection with this proposal:

- The prices in the proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.

- Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.
- No attempt has been made or will be made by the respondent to induce any other persons or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- Is the person in the Respondent's organization responsible within that organization for the decision for the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.
- Is not the person within the Respondent's organization responsible for the decisions as to the pricing being offered in the proposal but has been authorized, in writing, to act as an agent for the persons responsible for such a decision and certifying that such persons have not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

I-S PRICING & PAYMENT

A Proposer must submit a detailed cost estimate including cost of services, travel cost, materials and printing, indirect costs and fees. Indicate the number of hours per task and title of staff included in the lump sum fee. JATA reserves the right to negotiate final contract price for completion of all project tasks. The resulting contract shall be a fixed/firm price type contract.

Costs are to be reimbursed upon the accomplishment of defined milestones or percentage of work completed based on the approval of the JATA project manager. Final payment will not be made until the scope of work laid out in the Statement of Work is completed to JATA's satisfaction.

I-T TERMINATION OF AGREEMENT

Notwithstanding any other provision of agreement, JATA, at its sole option, may terminate the agreement with or without cause, for no cause, at any time by giving 20 days' written notice to the Contractor.

In the event of termination, the payment of monies due to the Contractor for undisputed services performed prior to effective date of such termination shall be paid within 30 business days after receipt of an invoice as provided in the agreement. Immediately upon termination the Contractor agrees to promptly provide and deliver JATA all original documents, reports, specifications which are in the possession of the contractor and pertain to JATA.

I-U BUY AMERICA

Buy America Certification (Steel and Manufactured Products)

Applicability – Construction contracts and acquisition of goods or rolling stock (valued at more than \$150,000). Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in Federal Transit Administration (FTA)-funded projects are produced in the

United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operation or planning funds. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

I-V DAVIS BACON WAGES

The Davis Bacon Act is a federal law that requires employees who work on federally funded construction or alteration of public building or works projects of \$2,000 or more to be paid the prevailing wage as determined by the Department of Labor.

I-W TERMS AND CONDITIONS

For a complete list of JATA Terms and Conditions please see **Appendix C – Terms and Conditions**.

SECTION II: STATEMENT OF WORK

II-A BACKGROUND

JATA has been serving the Jackson area for more than 50 years. It was initially formed through a partnership between the Chamber of Commerce and local merchants after a private transportation provider discontinued service in the area. From there it grew, gained new funding sources, and became an authority under Michigan's Public Act 196 in 1986. Today, JATA operates nine fixed-routes in the Jackson urbanized area and provides demand response service throughout both urban and rural Jackson County. In total, JATA provides about 500,000, trips annually.

At JATA's Transfer Center there are currently two Roof Top Units (RTUs) one that is NOT functional at all because of a bad heat exchanger. The other seems to be operating effectively but is near its end of life. In an effort to help keep the building heated in the most efficient manner, JATA wants to replace both. Additionally, there is some additional duct work that needs to be added inside and a gas furnace above the hallway that needs to be completely removed.

*NOTE – JATA wants the units to take up the same exact foot print so there will be no expansion or need for any type of construction to make the new RTUs fit.

II-B CURRENT HEATING AND SQUARE FOOTAGE (SPECS) FOR THE TRANSFER CENTER

JATA has two separate areas of the Transfer Center. There is the lobby that the customers occupy, and it contains two bathrooms. The second area of the Transfer Center is where the workers occupy, which consists of a work area, breakroom and hallway.

- The lobby area is approximately 28 feet wide by 60 feet in length which is approximately **1,680 square feet**.
- The workers area is approximately 28 feet wide by 42 feet in length which is approximately **1,176 square feet**.

The current RTUs that sit atop the transfer center need to be replaced with the exact same foot print as the old ones.

- The RTU that heats the lobby area would likely be replaced with a 200,000, British Thermal Unit (BTU) unit.
- The RTU that heats the worker area would likely be replaced with a 100,000 BTU unit.

The current duct work:

- The lobby area needs duct work added and possibly some new vents.
- In the worker area, the duct work seems to be fine and there is no evidence that work needs to be done in this area.

II-C OBJECTIVES OF THE PROJECT

The primary objectives:

- Completely remove both RTUs and curbside adapters along with anything else associated with the RTUs atop the Transfer Center and replace them with recommended units and materials. Completely remove the gas furnace inside the Transfer Center in the hallway just outside the men's room. Install additional duct work in the lobby along with any associated vents.

II-D SCOPE OF WORK

- ✓ The contractor will develop a step-by-step implementation plan, including a timeline in a format that is accepted by JATA. The format shall be MS Excel, MS Word or a PDF document. The implementation plan should identify who, within JATA's organization, will be responsible for completing and/or following up on each task.

Tasks

Task 1: Project startup and approach.

Task 1.1: Each contractor will have to setup a pre-bid meeting to accurately scope out the project and to give an accurate estimate since there was no Architectural and Engineering (A&E) completed for this project:

- The contractor shall have a preinstallation conference, conducting conference at project site regarding both the removal of both RTUs and associated materials and gas furnace and the installation of all new equipment and materials.

- Task 2: Contractor’s assessment of the property and what steps will be taken to ensure the project is completed in a timely matter.**
- Task 2.1 Identify areas that may be troublesome and review plans on how and when each RTU is to be removed and installed. Additionally, note how the gas furnace inside the Transfer Center is to be removed and the duct work is to be added.
Deliverables:
- Drawings of the property identifying what materials will be used where and a detailed list of all materials to be used and if these materials meet the “Buy America” certification, if applicable.
 - List of everything being removed and the condition of all materials.
- Task 3: Implementation plan.**
- Task 3.1 The Contractor shall develop an implementation plan that includes all major milestones for the entire project and report back to the JATA program manager after each milestone has been completed.
Deliverables:
- Implementation plan: including all steps necessary to complete each phase of the project and duration of each step.
 - Each milestone that will be identified by the Contractor.
- Task 4: Project kick-off**
The Contractor will walk through the site explaining each step it will take in the removal and installation of the RTUs, and duct work. The Contractor will be in constant contact with the JATA Program Manager and alert them of any troubles or findings as they make their way through the project.
- Task 4: Completion and Finalize the project.**
The Contractor will walkthrough the site explaining each step taken in the removal and installation of the new RTU, duct work and associated materials.
Deliverables:
- A detailed drawing of the lay out of the new RTUs, duct work, and vents and other materials along with a detailed description of each component.

II-E JATA RESPONSIBILITY

JATA will work closely with the Contractor on this project and will provide staff hours and hours of normal operation for each day the Contractor is onsite. JATA will provide information as needed to the Contractor at JATA sees fit.

SECTION III: ATTACHMENTS AND APPENDICES

Attachments

- ✓ Attachment A – Replacement of HVAC Units and Addition of Duct & Venting Materials – JATA Transfer Center Price Proposal

Appendices

- ✓ Appendix C – Terms and Conditions