

REQUEST FOR PROPOSALS

Revenue Vehicle Procurement

2023-01



North Central Area Transit
1784 Chessie Lane
Ottawa, IL 61350

January 11, 2023

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LEGAL NOTICE

January 12, 2023

REQUEST FOR PROPOSALS (RFP) #: 2023-01

Procurement of the acquisition of three (3) paratransit vehicles to add to the NCAT fleet.

City of Ottawa is seeking proposals from a qualified, responsive, and responsible firm to manufacture and deliver three (3) new ADA compliant, high-roof full-size vans for paratransit services for NCAT's public transportation fleet. The scope of work is outlined in the Request for Proposals (RFP). A successful Proposer shall meet the terms and conditions set forth in the document and all other attachments.

The RFP may be obtained at <https://ridencat.com/public-info/>. Further information may be obtained from Kim Zimmerman, Transit Director at 833-433-6228.

All proposals must be received by 10:00 AM CST on February 9, 2023, at the address listed below. Proposals must be sealed and mailed or hand-delivered to City of Ottawa, Attn: City Clerk, 301 West Madison St. Ottawa, IL 61350. All proposals will be opened publicly and read aloud in Council Chambers at 10:00 AM CST on February 9, 2023. Late proposals will not be accepted.

The right is reserved to accept any proposal or part or parts thereof or to reject any and all proposals.

At minimum, City of Ottawa will require all Proposers to certify compliance with applicable Local, State, and Federal laws and regulations pertaining to third-party procurement. Such laws and regulations include, but are not limited to, references to non-discriminatory employment and business practices (Equal Employment Opportunity and Disadvantaged Business Enterprise provisions), benefited parties (prohibited interest of elected officials), and ineligible firms (suspension and debarment provisions). The general and specific requirements, conditions, and Scope of Work applicable for each Proposal submittal are contained in the Proposal solicitation package.

The RFP solicitation will be accomplished through a competitive Proposal in accordance with the provisions, requirements, and instructions set forth in this RFP. A contract will be offered to the most qualified, responsive, and responsible proposer submitting the best or highest ranked Proposal in compliance with the Proposal requirements, based on the results of the evaluation process utilized for Proposal Offers received in Proposal to the RFP solicitation.

Proposal submittals shall contain all required information and be identified and submitted in compliance with the RFP instructions, Scope of Work, and all Addenda issued in conjunction with the RFP solicitation. Failure to meet RFP submittal deadlines or to comply with RFP/Addenda instructions may disqualify a Proposal from further consideration. Any Proposal received after the Proposal submittal due date and time will not be considered. Proposal submittals will be returned to the Proposer, only upon receipt of written request.

All Proposal pricing must remain valid for a minimum period of ninety (90) calendar days following the Proposal due date.

Any contract resulting from these proposals is subject to financial assistance contract between City of Ottawa and the County of LaSalle, Illinois.

INTENT TO RESPOND FORM

Date: January 12, 2023

RFP #: 2023-01

Subject: *Procurement of the acquisition of three (3) paratransit vehicles to add to the NCAT fleet.*

To: INTERESTED VENDORS

The Request for Proposal (RFP) and issued addenda are available for download at ridencat.com. Please complete and submit this form to kzimmerman@ridencat.com.

Company Name: _____

Contact Name: _____

Title: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

Signature _____

Date: _____

This form is requested to ensure that every INTERESTED VENDOR receives issued addenda for this Request for Proposals. Failure to register may result in rejection of the proposal due to non-compliance with addenda requirements.

Thank you for your interest. We look forward to receiving your proposal.

REQUEST FOR PROPOSAL COVER PAGE

Issue Date: January 12, 2023
Title: Procurement of Three (3) Paratransit Vehicles, NCAT Fleet
RFP #: 2023-01
Issuing & Using Agency: City of Ottawa
301 West Madison St.
Ottawa, IL 61350
Proposals Will Be Received Until: 10:00 AM CST on February 9, 2023
Direct All Inquiries To: Kim Zimmerman, Transit Director
North Central Area Transit
kzimmerman@ridencat.com

All submissions packages must be sealed and clearly state the RFP title, number, submission date and time of deadline, as reflected above. Proposals shall be mailed or hand-delivered directly to:

City of Ottawa
Attn: City Clerk
301 West Madison St.
Ottawa, IL 61350

In compliance with this Request for Proposal and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services or equipment described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Company Name: _____
Street Address: _____
City, State, Zip Code: _____
Phone Number: _____
FEI/FIN Number: _____
DUNS Number: _____
Contact Name: _____
Contact Title: _____
Email Address: _____
Authorized Signatory
(If different from contact above) _____

Signature: _____
Date: _____

INTRODUCTION

North Central Area Transit (NCAT) is the public transportation provider for the County of LaSalle, Illinois. City of Ottawa operates NCAT through grant funding provided by the Illinois Department of Transportation and the Federal Transit Administration. Administrative offices are located in Ottawa, IL with a satellite location in Peru, IL.

NCAT provides an average of 20 demand-response routes daily allowing individuals access to medical, education, employment, social services, recreational, and many other opportunities. NCAT's fleet is comprised of 31 light-duty and medium-duty cutaway buses or minivans all ADA compliant and accessible.

City of Ottawa is seeking proposals from a qualified, responsive, and responsible firm to manufacture and deliver three (3) ADA compliant, high-roof full-size vans for paratransit services for NCAT's public transportation fleet. Vehicles must meet, but are not limited to, minimum product specifications found in the Scope of Work.

PROPOSAL PROCESS

The following is the RFP process timetable, subject to change at City of Ottawa's and IDOT's discretion.

RFP Issued: January 12, 2023

Deadline for questions: January 24, 2023

Deadline for submission/public bid opening: February 9, 2023, 10:00 AM CST, City of Ottawa City Hall
Anticipate Contract Approval and Notice of Award by City of Ottawa: March 8, 2023

Anticipate Project Completed/Vehicle Delivery: TBD*

**Note: Supply Chain issues should be noted and anticipated delivery should be included in proposal.*

Any interested vendors should submit a Vendor Registration Form included in the RFP. This form is requested to ensure that every interested vendor receives issued addenda for this RFP. Failure to register may result in rejection of the proposal due to non-compliance with addenda requirements.

Request for information and inquiries shall be submitted no later than January 24, 2023, via email to kzimmerman@ridencat.com. All submitted questions will be addressed and all responses will be issued via addenda to all interested vendors. Any attempt by a proposer/bidder/vendor to contact any other persons at City of Ottawa or NCAT regarding this RFP may result in disqualification.

All Proposals must be received by **10:00 AM CST on** February 9, 2023. Submission packages shall be sealed and clearly state the RFP title, number, submission date and time of deadline. Proposals shall be mailed or hand-delivered directly to: **City of Ottawa Attn: City Clerk, 301 West Madison St. Ottawa, IL 61350.**

PROPOSAL SUBMISSION

Interested contactors will submit the following no later than 10:00 AM CST on February 9, 2023

- One (1) original,
- Two (2) hard copies, and
- One (1) electronic copy.

Original and required copies, complete with all signed affidavits and certifications, shall be bound together. Oversized pages used for drawings or similar purposes are allowed. The package containing the proposal must be clearly marked with the title and RFP number, and the time and date the proposal is due.

NCAT will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed time and date.

NCAT is not responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included in this RFP.

PROPOSAL FORMAT & REQUIRED CONTENT

Proposals shall be prepared in a clear, concise, and economical manner. Proposals should be bound simply, and sections shall be tabbed to coincide with the sections of the RFP and pages should be numbered in each section.

There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFP. Illustrations may be included in the proposal. Proposals that do not adhere to the required format, are difficult to read, or are deemed illegible by the evaluation committee and may be rejected.

Each proposal should contain, at minimum, the following elements:

- Completed RFP Cover Page
- Qualifications & Capabilities of the Company
 - Name(s) and title(s) of all key personnel proposed for the duration of the contract.
 - Brief profile of Proposer, including its principal line of business, year founded, form of organization and general description of the Proposer's financial condition. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer's ability to complete the project.
 - Identify all qualifications and organization capabilities that will establish the proposer as a satisfactory provider of the required product or service by reason of its strength and stability.
 - Identify any and all subcontractors. For each subcontractor provide the name of the company, address, contact person, telephone number, and project function(s).
- Experience & References
 - Proposers should establish the ability of the Proposer to provide the required product or service by demonstrating competence in the performance of services provided. Provide at least three record(s) of satisfactory performance on similar contracts that the Proposer has undertaken (indicating current status of the contract) within the last two years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who the most knowledgeable about the work performed.
- Technical Proposal (to include)
 - Proposers must demonstrate their understanding of the project, describe their project approach, and explain how they will meet NCATS's goals and objectives.
 - The Proposer will identify the response to each line item in the order the line item appears in the Scope of Work. Identify how the line item requirements will be met and describe in detail the item being presented, include any diagrams or images. This response will incorporate all addenda to the RFP. Each response should be clearly defined and shall include, but not be limited to, a detailed statement of how the Proposer intends to achieve full compliance, or an explanation of why full compliance cannot be attained.
 - Provide, in narrative form, a plan of how your organization, would approach this project if awarded the contract. This should include, but not be limited to, complete compliance with the Scope of Work, identification of potential shortfalls in your understanding of the requirements, and your ideas which would improve the likelihood of success for both parties.

- Where the Scope of Work permits alternative means, methods, and/or materials to be employed, the proposal shall indicate the choice of the Proposer.
- A comprehensive list of any disclaimers or caveats pertaining to the provision of service and start-up of services as described in NCAT's Scope of Work/Specifications. Except as clearly stated in this section, it shall be assumed that NCAT's Scope of Work shall supersede any and all such specifications that may be described and/or included in the proposal.
- Cost Proposal
 - The Cost Proposal should identify and respond to each item in the Scope of Work. A summary of the cost/price proposal for each item in the proposal is required, showing fees for the basic work program.
 - Proposal must include price per bus cost with delivery, installation, and applicable training.
 - The cost for the entire proposal is also required.
 - The Proposer/Bidder must demonstrate financial capability, including financial resources to sustain operations between the time expenses are incurred and the time payment is made.
- Required Forms & Certifications – See Submission Checklist (Attachment A)

SCOPE OF WORK

City of Ottawa is seeking proposals from a qualified, responsive, and responsible firm to manufacture and deliver three (3) new ADA compliant, high-roof full-size vans for paratransit services for NCAT's public transportation fleet. The requirements and specifications are as follows:

SCOPE OF WORK/SPECIFICATIONS

General Requirements:

- If applicable, Contractors are required to obtain all permits at contractor's expenses for proposed work.
- New equipment and materials shall be the product of reputable manufacturers.

Specification/features will include, but are not limited to:

- Chassis Requirements (at minimum)
 - "1 ton" equivalent or heavier chassis
 - 3.5L (or bigger) V6 gasoline engine
 - Automatic transmission with over drive
 - Engine hour meter
 - Heavy duty radiator
 - Transmission oil cooler, Engine oil cooler
 - Heavy duty (min 240-amp) alternator
 - Power steering
 - 4-wheel disk brakes with 4-wheel anti-lock brake system
 - ABS & driveline traction control
 - 138" wheel base or bigger
 - 16" stainless steel, powder coated or clear coated polished aluminum wheels
 - Goodyear, Bridgestone, or Firestone all season tires
- ADA Requirements (at minimum)
 - Meet all ADA requirements
 - Curbside wheelchair lift or ramp
 - 1000lb capacity extra wide wheelchair lift or ramp
 - Adjustable seating to include at least two (2) wheelchair securement areas with retractable seat belts.
 - 3 point wheelchair passenger securement

- Wheelchair Lift Interlock, circuit breaker, and back up pump
- Q-Straint Tiedown System
- Stainless steel tiedown anchors
- Interior
 - Front/rear air conditioning (can be separate units)
 - Front/rear heating (can be separate units)
 - Front defroster
 - Upgraded non-slip flooring
 - Low entry step
 - Six (6) to twelve (12) passenger seating capacity, including wheelchair arrangement
 - Retractable under seat storage of mobility device securements
 - Lap belt passenger restraint system, at minimum
 - Vinyl padded passenger seats
 - Power windows, locks, mirrors
 - Cruise control
- Exterior
 - Windows all around
 - Driver side door
 - Side loading passenger door (can be combined with ADA accessible door)
 - Curbside wheelchair lift or ramp
 - Painted white exterior
 - High Roof
- Safety
 - Back up alarm
 - Installed back up camera, monitor in rearview mirror
 - Included first aid kit, fire extinguisher, and emergency roadside kit
 - Driver, passenger, side curtain air bags
 - In-Power NHTSA compliant wheelchair lift interlock
 - Warning indicators, marker lights, flashers
- Warranty
 - Extended OEM warranty
 - Powertrain warranty
 - Bumper to bumper warranty
- Maintenance & Training
 - Included preventative maintenance program/intervals

PROPOSAL SUBMISSION PROVISIONS

POSTPONEMENT, AMENDMENT, AND/OR CANCELLATION OF REQUEST OF PROPOSALS

City of Ottawa reserves the right to revise or amend any portion of the RFP prior to the date and time of the proposal delivery. Such revision and amendments, if any, shall be issued through addenda to this RFP. Copies of such addenda and/or amendments shall be placed on the NCAT website and will be furnished to the Proposer's email address submitted on the Contractor's Registration Form. If the revisions or addenda require changes in requested information or the format for proposal submission, the established date from submission of proposals contained in this RFP may be postponed by such number of days, in NCAT's opinion, shall enable Proposers adequate time to revise their proposals.

City of Ottawa reserves the right to cancel this RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

REJECTION OF PROPOSALS

City of Ottawa reserves the right to reject any and all proposals and waive any minor informalities or irregularities.

CLARIFICATION OF PROPOSALS

City of Ottawa reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal.

MODIFICATION OR WITHDRAWAL OF PROPOSALS OR LATE PROPOSALS

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at City of Ottawa's office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

ERRORS AND ADMINISTRATIVE CORRECTIONS

City of Ottawa will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best or Final Offers by City of Ottawa. City of Ottawa reserves the right to request an extension of the proposal period from a Proposer or Proposers.

City of Ottawa reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition, or similar administrative errors. Erasures or other changes or entries made by the proposer must be initialed by the person signing the proposal.

COMPLIANCE WITH RFP TERMS & ATTACHMENTS

City of Ottawa intends to award a contract based on the terms, conditions, and attachment contained in the RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals which respond to the requirements of the RFP. An exception is not a response to an RFP requirement. If an exception is taken, a "Notice of Exception" must be submitted with the proposal. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

City of Ottawa may, at its sole discretion, determine that a proposal with a "Notice of Exception" merits evaluation. A proposal with a "Notice of Exception" not immediately rejected, may be evaluated, but its competitive scoring will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if City of Ottawa determines that a Contract in the best interest of City of Ottawa may be achieved. The "Notice of Exception" will be used as part of City of Ottawa evaluation of the proposal, and, therefore, must be made known during the course of the proposing process. Comments and exceptions substantially altering the form agreement will not be considered after conclusion of the bid process and the award of a contract. Failure to submit a marked-up copy of the form agreement with a bid proposal will be interpreted by City of Ottawa as the proposer's acceptance of the form agreement provided herein.

PRICING, TAXING & EFFECTIVE DATE

The price to be quoted in any proposal will include all items of labor, materials, tools, equipment, delivery, and other costs necessary to fully meet the requirements of City of Ottawa. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified.

Price proposals shall include all freight charges, FOB to the designated delivery points.

City of Ottawa is exempt from payment of Federal, Excise, and Transportation Tax, and the Illinois Sales, Excise and Use Tax. Proposers will not include these taxes in their proposed price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price(s).

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

The price quoted by the proposing companies/firms will not change for a period of ninety (90) days, beginning from the date the proposal is opened.

SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to the RFP, a sample of two (2) Proposals, if available, awarded to the Proposer within the past two (2) years may be requested of the single Proposer. A cost/price analysis and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

City of Ottawa agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h) (2) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. City of Ottawa further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

PROTEST PROCEDURES

All protests concerning solicitation specification, criteria, procedures, and/or results of this RFP shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the NCAT Program Compliance Oversight Monitor (PCOM) at 301 West Madison St. Ottawa, IL 61350.

Pre-proposal protests must be submitted no later than ten (10) business days prior to the deadline for submission of bids/proposals. The NCAT PCOM shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals.

Pre-award protests must be submitted no later than five (5) business days after the Notice of Award. The PCOM shall provide a written response to all protests not later than three (3) business days prior to the deadline for submission of bids/proposals.

Illinois Department of Transportation will be notified of any and all protests received by City of Ottawa regarding this project.

All protests must be submitted in writing with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by City of Ottawa.

The Protester has the right to appeal the PCOM's decision by filling an appeal with the in writing within five (5) business days of the receipt of the decision. The appeal must be sent to the mayor at:

City of Ottawa
C/O: City Clerk
301 West Madison St.
Ottawa, IL 61350

SCORING & EVALUATION

GENERAL

City of Ottawa shall employ the qualification-based selection in a negotiated purchase method in making the award for the procurement. Technical information and price information will be evaluated.

Offerors will be required to submit supporting documentation on the technical aspects and cost. The Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentation, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. City of Ottawa expects all offerors to fully cooperate with its evaluation process.

ELIGIBILITY FOR AWARD/PRELIMINARY PROPOSAL REVIEW

The preliminary review is the initial step in the proposal review process and the purpose is to gauge the responsiveness of the Proposer. The proposals will be preliminarily evaluated according to the following criteria:

- The completeness of the proposal,
- The Proposer has submitted proposal on or before the required due date and time,
- The required forms, certifications, and deliverables have been submitted.

Failure to meet any or all of the above criteria will result in a nonresponsive proposal and said proposal will be rejected in its entirety.

In order to qualify as a Responsible Proposer, in addition to the other requirements herein provided, a Proposer must be prepared to prove to the satisfaction of City of Ottawa that it has the integrity, skill, and experience to faithfully perform the conditions of the Contract and that it has the necessary financial resources to provide the services in a satisfactory manner and within the time specified.

To be considered skilled and experienced, the Proposer must show, among other requirements of City of Ottawa, that it has satisfactorily supplied goods and/or services of the same general type and scope as that which is called for in the RFP.

The Proposer shall maintain at all times, the necessary licenses, permits or certifications required and may be required to furnish evidence of the same.

EVALUATION OF PROPOSALS

An Evaluation Committee will evaluate each proposal in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score. The award of this contract shall

be made to the proposer whose proposal, in the opinion of City of Ottawa – NCAT, best meets the established criteria listed herein, and is most advantageous to City of Ottawa.

SCORING & EVALUATION CRITERIA

Each criterion has been assigned a weighting factor that reflects the relative significance or priority each has in determining the costs and quality associated with this procurement.

Price is an important consideration, but not the only consideration as fitness for a specific purpose; reliability and dependability of the proposer, manufacturer, and vehicle; estimated cost/savings/benefits of vehicles and their features; impacts of noted exceptions; and overall responsiveness will also be considered. Proposers that cannot meet the minimum requirement will be disqualified. The evaluation criteria and weight are listed as follows:

Price Proposal: 40 Points

- The price comprises the overall cost of the base contract, including the system warranty, installation of any equipment (back up camera, lift, etc), and delivery cost. Proposer may include estimated maintenance costs for specialized equipment or costs other than preventative maintenance over the life of the vehicle and/or other reoccurring costs/fees.
- The Scope of Work, as amended through the request for approved equals or exceptions process, and any addenda thereto, will set forth the minimum requirements of the components, warranty, service, support, and other deliverables NCAT requires through this procurement.

Technical Proposal/Project Approach for Production, Installation, Testing, and Training: 30 Points

- Plan for technical and management coordination with City of Ottawa,
- Proposed project schedule,
- Training and documentation approach,
- Qualifications of proposed project staff,
- References for Contractor's project manager and subcontractors, if applicable,
- Demonstration of a well-considered installation approach,
- Potential impact on City of Ottawa operations,
- Proposed delivery timeline,
- Proposer's overall understanding of City of Ottawa's needs and objectives,
- Quality and performance of hardware and components,
- Features unique to the Contractor's solution,
- Reliability and maintainability as evidence by use of a proven design,
- Ability to integrate with future Smart Bus technologies,
- Suitability of alternative approaches proposed, and
- Option to purchase additional vehicles from this Request for Proposal.

Warranty and Service Agreement: 10 Points

- Items covered and not covered by the Proposer's Warranty and Service Agreement,
- Ability for repairs and maintenance to be done locally, if not, identify dealerships or maintenance garages covered under warranty,
- Preventative maintenance plan,
- Remedial maintenance response time, and
- Availability of trained technicians and parts.

Proposers Qualifications, Reputation and Financial Responsibility: 15 Points

- Technical experience in performing work on goods or services of similar nature,
- Experience working with public agencies,
- Financial stability and strength,
- Competency of subcontractors, if applicable
- Assessment by client references,
- References with demonstrated success in providing similar services, and
- Reputation for providing high-quality products and services.

Responsiveness to City of Ottawa Functional Requirements: 5 Points

- Degree of compliance with the Technical Requirements,
- Impact of noncompliant features on overall system functionality and value, and
- Impact of features that exceed requirements on overall system functionality and value.

Competitive Range

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer, or negotiations.

Negotiations

City of Ottawa – NCAT may undertake concurrent negotiations with proposers determined to be within a competitive range. City of Ottawa does, however, reserve the right to award a contract based on the original proposal without any negotiations.

Concurrent negotiations with all proposers whose proposals are within the competitive range may be conducted by City of Ottawa. Negotiations may be entered into with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, City of Ottawa may initiate negotiations with the next ranking proposers or reject proposals.

Negotiation of a Contract will be in conformance with all applicable federal, state, and local laws, regulations, rules, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract. City of Ottawa may elect to submit a revised cost as part of the negotiation process based on current market values.

Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to City of Ottawa City Council as the successful proposer for award.

CONTRACT AWARD

Contract Award

Contract award, if any, will be made by City of Ottawa to the responsible Proposer whose proposal best meets the requirements of the RFP, and will be the most advantageous to City of Ottawa with respect to operational plan, quality, and other factors as evaluated by City of Ottawa. City of Ottawa shall have no obligations until a Contract is signed between the Proposer and City of Ottawa.

Contract award will occur when City of Ottawa signs the Contract or issues a purchase order. No other act of City of Ottawa shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document, but will not be the authorization for Contractor to proceed.

Execution of Contract and Notice to Proceed

The Proposer to whom City of Ottawa intends to award the Contract shall sign the Contract and return it to City of Ottawa. Upon authorization by City of Ottawa City of Council, the Contract will be countersigned. Upon receipt by City of Ottawa of any required documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

Public Disclosure of Proposals

City of Ottawa is subject to the Illinois Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the Illinois FOIA statutes. As such, all proposals submitted to City of Ottawa will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Illinois FOIA. It is City of Ottawa's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.

All data, documentation, and innovations developed as a result of these contractual services shall become the property of City of Ottawa.

STANDARD CONTRACTUAL TERMS & GENERAL CONDITIONS

Use of Terms: The terms "vendor", "contractor", and "proposer" are used synonymously in the Request for Proposals.

ADMINISTRATION

The Contract between City of Ottawa and the Contractor who will be responsible for providing goods and/or performing services described herein. City of Ottawa is not party to defining the decision of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services has not been written with this intent.

Contractor represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. Contractor's performance under this Contract may be monitored and reviewed by a Procurement Administrator appointed by City of Ottawa. Reports and data required to be provided by Contractor shall be delivered to the Procurement Administrator. Questions by Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be addressed to the Procurement Administrator for response.

NOTIFICATION OF DELAY

Contractor will notify City of Ottawa's Procurement Administrator as soon as Contractor has, or should have, knowledge that an event has occurred which will delay deliver of start-up of services. Within five (5) days, Contractor will confirm such notice in writing furnishing as many details as is available.

REQUEST FOR EXTENSION

Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by City of Ottawa Procurement Administrator to make a decision of any request for extension. City of Ottawa's Procurement Administrator will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. City of Ottawa's Procurement Administrator will notify Contractor of the decision in writing. It is expressly understood and agreed that Contractor will not be entitled to damages or compensation, and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

CONTRACT CHANGES

Any proposed change in the contract will be submitted to City of Ottawa for its prior written approval and City of Ottawa will make the change by a Change Order if agreed upon by both parties in writing. Each written Change Order will expressly include any change in the Contract price or delivery schedule. No oral order or conduct by City of Ottawa will constitute a Change Order unless confirmed in writing by City of Ottawa.

INSTRUCTIONS BY UNAUTHORIZED THIRD PERSONS

In accordance with subsection Contract Changes, of the solicitation, City of Ottawa Mayor or his authorized representative are the only persons authorized to make changes within the general scope of the Contract.

Any instructions, written or oral, given to Contractor by someone other than City of Ottawa Mayor or his authorized representative, which are considered to be a change in the Contract, will not be considered as an authorized Contract change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

COST OR PRICE ANALYSIS

City of Ottawa reserves the right to conduct a cost or price analysis for any purchase. City of Ottawa may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. City of Ottawa may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow City of Ottawa to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and City of Ottawa reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, City of Ottawa reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

LACK OF FUNDS

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Contract or in any amendment hereto, City of Ottawa may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with City of Ottawa rights to terminate for convenience or default.

FORCE MAJEURE

The timely receipt of City of Ottawa requirements is essential. If the requirements are not received on time in accordance with the delivery schedule, City of Ottawa may cancel the unfilled portion of the contract for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs, thereby incurred together with all resulting incidental and consequential damages. City of Ottawa may also terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of Contractor obligations.

The Contractor shall be entitled to a reasonable extension of time from City of Ottawa for the delays caused by damage to Contractor's and/or City of Ottawa property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil or public disturbances beyond the control of the Contractor and its subcontractors causing the inability to perform the requirements of this Contract. Any delay other than ones mentioned above shall constitute a breach of Contractor's contractual obligations.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) POLICY STATEMENT

It is the policy of the City of Ottawa in the operation of the North Central Area Transit (NCAT), in recognition of the responsibilities to the community it serves, to involve socially and economically disadvantaged individuals in all phases of procurement and contract activities including, but not limited to, consultant, contracts, construction contracts and purchase of other goods and services related to transportation projects of the City. In order to achieve these goals, the City wants to ensure nondiscrimination in the award and administration of federal and state assisted contracts and ensure a level playing field on which DBE's can compete fairly, and to help remove barriers to participation of DBE's in federal and state funded contracts.

City of Ottawa does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The City of Ottawa will take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. Implementation of a DBE policy is a legal obligation and failure to carry out its terms will be treated as a violation. Upon notification to the City of Ottawa of its failure to carry out its program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.C.S. 3801 et seq.).

Award of a contract will be conditioned upon satisfying the requirements of the bid or proposal specifications. However, the requirements of 49 CFR Part 26 apply to this Bid or Proposal; therefore, all Contractors must make a good faith effort for DBE participation in the performance of contract awards. All firms qualifying under a Bid or Proposal solicitation are encouraged to submit bids/proposals.

TAXES, LICENSES, LAWS, AND CERTIFICATE REQUIREMENTS

Contractor shall maintain and be liable for all taxes, fees, licenses, and costs as may be required by federal, state, and local laws, rules, and regulations for the conduct of business by Contractor and any subcontractors and shall secure and at all times maintain any and all such valid licenses and permits as may be required to provide the services or supplies under this Contract. If for any reason, Contractor's required licenses or certificates are terminated, suspended, revoked, lapsed, or in any manner modified from their status at the time this Contract becomes effective, Contractor shall immediately notify City of Ottawa in writing of such condition.

Contractor will give all notices and comply with all federal, state, local and City of Ottawa laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these General Provisions of the Contract and the other Contract Documents. If the Contract Documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by City of Ottawa in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, Contractor shall furnish to City of Ottawa certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and City of Ottawa, by and through its officers, employees and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

DEFECTIVE WORK, MATERIALS OR SERVICES

When and as often as City of Ottawa determines that the work, materials, or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply City of Ottawa with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the Contract. City of Ottawa may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to City of Ottawa by law, including those available under the Uniform Commercial Code.

ASSIGNMENT

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or notation, without the prior written consent of City of Ottawa. If an assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of Contractor. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee and the assignee must assume the written Contract and be responsible for the obligations and liabilities of Contractor, known and unknown, under this Contract and applicable law.

City of Ottawa may assign its rights and obligations under the Contract to any successor to the rights and functions of City of Ottawa or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent City of Ottawa deems necessary or advisable under the circumstances.

INSURANCE REQUIREMENTS

Contractor shall not commence work until all insurance required under this section has been obtained and the proper insurance verification has been provided to City of Ottawa.

All insurance policies shall be written with a company or companies licensed to conduct business within the Commonwealth of Illinois and holding a current Best's Key Rating of A- VII or better. Contractor agrees to name City of Ottawa as additional insureds on General, Business Automobile and Excess or Umbrella liability

policies by endorsement to the policies. Insurance policies shall be endorsed to give City of Ottawa 30 day's written notice (10 days in case of Workers Compensation) of cancellation for any reason, non-renewal or material change in coverage or limits. In case of non-payment of premium by Contractor, City of Ottawa retains the rights but is not obligated to pay any premiums and deduct such amounts from any payments due to the Contractor.

There shall be no exclusions for punitive damages in the General or Business Automobile policies.

Complete, certified copies of all insurance policies applicable to this agreement will be sent to City of Ottawa within 60 days of each inception or anniversary date, so that these insurance policies may be reviewed by City of Ottawa. Until copies of policies are received, Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to City of Ottawa. The Contractor also agrees to have deficiencies in the insurance policies amended as per the directions of City of Ottawa or its representative.

The Contractor agrees to provide the following coverages:

Commercial General Liability (Occurrence Form), either singly or in combination with Excess or Umbrella Liability insurance policy **covering all operations** with the following limits:

- Each Occurrence (Bodily Injury, Property Damage): \$1,000,000
- Personal and Advertising Injury Limit: \$1,000,000
- General Aggregate Limit: \$1,000,000
- Products and Completed Operations Aggregate Limit: \$1,000,000
- Fire Damage Limit: \$50,000
- Medical Payments – Any One Person: \$5,000

Business Automobile Policy either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

- Owned, Hired, or Non Owned (Per Accident): \$1,000,000
- Medical Payments (Each Person): \$5,000
- Comprehensive (\$5,000 Deductible – Maximum): Actual Cash Value
- Collision (\$5,000 Deductible – maximum): Actual Cash Value

In the case of policies that list specific vehicles or specific drivers, proof of coverage is required to be provided to City of Ottawa for each vehicle or driver before it can be used in service. The Contractor will be fully responsible for all rental costs and other costs associated with any vehicles that replace any vehicle that sustains any type of physical damage.

Workers Compensation

- Part A Statutory
- Part B Employers Liability
- Bodily Injury by Accident: \$500,000
- Bodily Injury by Disease (Policy Limit): \$500,000
- Bodily Injury by Disease (Each Employee): \$500,000

All States and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of the Contractor.

Responsibility For Damage Claims

The Contractor shall indemnify and save harmless the City of Ottawa, its officers, agents, employees, servants, and the Engineer, its officers, agents, employees, and servants against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property

damage, injury to or death of any person or persons, including all persons performing any Work under the Contract, which may arise in connection with the Work to be performed under the Contract.

The Contract is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract. The duties, obligations and responsibilities of the parties to the Contract with respect to third parties shall remain as imposed by law.

INDEMNIFICATION AND HOLD HARMLESS

The Proposer agrees to indemnify and hold the City of Ottawa, its directors, officers, agents, and employees from and against all claims, damages, suits or judgements, including attorneys' fees and other costs and expenses incident thereto because of harm (including but not limited to harm arising from libel and/or slander) injury or death to persons or loss, damage or destruction to property, including property of the City of Ottawa, the Agreement and third persons, resulting from a breach of contract or the negligence of Proposer or its directors, officers, agents or employees while such person is acting in the scope of this Agreement.

APPLICABLE LAW AND FORUM

All work done pursuant to any contract resulting from this RFP will be governed by and construed according to the regulations of the Federal Transit Administration and the laws of the State of Illinois. Further, the successful Proposer shall abide by all federal, state, and local laws, codes, and ordinances governing any areas(s) in which a service is rendered and shall have all required permits, licenses, agreements, tariffs, bonding, and insurance required by same. No claims for additional payment shall be approved for changes required to comply with any such requirements. Any actions arising here from shall be filed in the County of LaSalle, Illinois, and the Federal Transit Administration if applicable.

ATTORNEY FEES

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including attorney's fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

STATE OFFICIALS & EMPLOYEES ETHICS ACT

City of Ottawa has adopted a policy to adopt the State Officials and Employees Ethics Act These policies shall apply to City of Ottawa employees involved in procurement. It is a breach of ethical standards for any City of Ottawa employee to participate directly or indirectly in a procurement when the employee knows:

The employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement;

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or

Any other person, business, or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the

evaluation process or the contract negotiations, with members of any evaluation committee, the City Counsel, or other City of Ottawa employees other than the designated procurement officer.

CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

Conflict of Interest – Contractor by entering into this Contract with City of Ottawa to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to City of Ottawa and take action immediately to eliminate the conflict or to withdraw from this Contract, as City of Ottawa may require.

Contingent Fees and Gratuities – Contractor, by entering into this Contract with City of Ottawa to perform or provide work, services, or materials, has thereby covenanted:

No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of City of Ottawa or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

CONFLICTS OF INTEREST – CURRENT AND FORMER EMPLOYEES

City of Ottawa seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former City of Ottawa employees in transactions with City of Ottawa. Consistent with this policy, no current or former City of Ottawa employee may contract with, influence, advocate, advise, or consult with a third party about a City of Ottawa transaction, or assist with the preparation of Bids submitted to City of Ottawa while employed by City of Ottawa or within one (1) year after leaving City of Ottawa's employment, if he/she participated in determining the work to be done or process to be followed while a City of Ottawa employee.

Furthermore, no member, officer, or employee of City of Ottawa during their tenure or for two (2) years thereafter will have any financial interests, direct or indirect, in this Contract or the proceeds thereof.

OTHER PUBLIC AGENCY ORDERS

Other federal, state, county, and local entities may utilize the terms and conditions established by this Contract. City of Ottawa does not accept any responsibility or involvement in the purchase orders or contracts issued by other agencies.

SEVERABILITY

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

NON-WAIVER OF BREACH

No action or failure to act by City of Ottawa shall constitute a waiver of any right or duty afforded to City of Ottawa under the Contract; nor shall any such action or failure to act by City of Ottawa constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by City of Ottawa in writing.

USE OF CITY OF OTTAWA'S NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS

City of Ottawa reserves the right to review and approve all City of Ottawa-related copy prior to publication. Contractor will not allow City of Ottawa-related copy to be published in Contractor's advertisements or public relations programs until submitting City of Ottawa-related copy and receiving prior written approval from City of Ottawa General Manager. Contractor will agree that published information on City of Ottawa or its program will be factual, and in no way imply that City of Ottawa endorses Contractor's firm, service, or product.

SPECIFIC CONTRACTUAL TERMS & CONDITIONS

CONTRACT

A Contract shall be issued referencing this solicitation. Contract shall define and authorize the work by Contractor based on the firm fixed prices agreed to by City of Ottawa. The Contract(s) issued by City of Ottawa may reflect agreed to modification of Contract terms, funding, or other matters subject to the Contract Changes subsection.

Contract Documents and Precedence

The documents constituting the Contract between City of Ottawa and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

- Any required federal, state or local regulations that may not be altered by City of Ottawa;
- Contract;
- Contract amendments;
- Results of negotiations;
- Solicitation and all issued addenda and approved equals;
- Any optional federal regulations elected by City of Ottawa as expressly set forth herein;
- Clarifications of and amendments to Contractor's proposal as accepted by City of Ottawa; and
- Contractor's proposal and Attachments, and all clarifications and amendments issued prior to contract award.

Contract Term

The term of the Contract shall be for one (1) year after the notice to proceed has been issued. A warranty and maintenance agreement contract will be issued for a minimum three (3) year term with two (2) one (1) year options that shall be renewed at the sole discretion of City of Ottawa.

PAYMENT PROCEDURES

Payments for services rendered and expenses incurred shall be made after presentation of Contractor's invoices upon delivery of goods ordered by City of Ottawa. Such invoices shall be computed in accordance with the fee schedule agreed to by City of Ottawa and Contractor, and incorporated into the final contract,

and are due and payable within thirty (30) days of receipt of a correct invoice as agreed upon by City of Ottawa. Each invoice shall contain Contractor's list of items delivered. Contractor also agrees to supply, with each invoice, additional information as may be requested by City of Ottawa.

Invoices should clearly identify the City of Ottawa purchase order number and any prompt payment discount offered to City of Ottawa for paying within fourteen (14) days of receipt. City of Ottawa may, at any time, conduct an audit of any and/or all records kept by the Contractor for this project. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. City of Ottawa may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable. Invoices should be submitted to:

City of Ottawa, Attn: Transit Director
1784 Chessie Lane, Ottawa, IL61350

Advance Payment Prohibited

No advance payment shall be made for the work furnished by Contractor pursuant to this Contract.

Price Adjustments

Price adjustments either upward or downward may be negotiated only at the time of renewal unless City of Ottawa requests a contract modification.

SHIPPING CHARGES

All prices shall include freight or shipping charges to the designated delivery point. City of Ottawa shall reject requests for additional compensation for freight charges.

DELIVERY POINTS

This Contract requires all goods and/or services and supervision necessary to furnish the goods and services as set forth herein to be made to any authorized City of Ottawa-related facility, and will be determined at the time of order at the sole discretion of City of Ottawa.

SUMMARY REPORT

Contractor shall, if requested, submit to City of Ottawa a quarterly report of services provided to City of Ottawa under this Contract. The report, in a format acceptable to City of Ottawa, shall identify by item the amount of work completed, the status of the project in relation to the schedule, and any other information that may be relevant to project oversight.

WARRANTY PROVISIONS

No Waiver of Warranties and Contract Rights: Conducting of tests and inspections, review of Scope of Work or plans, payment for a work, or acceptance or final acceptance of the work by City of Ottawa shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve Contractor from its warranty/guarantee responsibility.

Warranty: Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

Warranty Applicable to Third Party Suppliers, Vendors, Distributors, and Subcontractors: Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against Contractor's suppliers, vendors, distributors, and subcontractors. Contractor is responsible for liability and expense caused

by any inconsistencies or differences between the warranties extended to City of Ottawa by Contractor and those extended to Contractor by its suppliers, vendors, distributors, and subcontractors. Such inconsistency or difference shall not excuse Contractor's full compliance with its obligations under this Contract. Contractor shall cooperate with City of Ottawa in facilitating warranty related work by such suppliers, vendors, distributors, and subcontractors.

Express Warranties for Services

Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

Warranty Remedies

If at any time before Final Acceptance of any work covered by this Contract, Contractor or City of Ottawa discovers one or more material defects or errors in the work of any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein, Contractor shall, at its own expense and within thirty (30) days of notification of the defect by City of Ottawa, correct the defect, error, or nonconformity.

Notice Required – City of Ottawa shall give written notice of any defect to Contractor. If Contractor has not corrected the defect within thirty (30) days after receiving the written notice, City of Ottawa, in its sole discretion, may correct the defect itself. In the case of an emergency where City of Ottawa believes delay could cause serious injury, loss, or damage, City of Ottawa may waive the written notice and correct the defect. In either case, City of Ottawa shall charge-back the cost for such warranty repair to Contractor.

Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements or scope of work, including shipping charges, for work found defective before Final Acceptance, regardless of who actually corrects the defect.

INDEPENDENT STATUS OF CONTRACTOR

In the performance of this Contract, the parties shall be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim or right, privilege or benefit, which would accrue to an employee.

NOTICES

Any notice which is required to be given hereunder shall be deemed sufficiently given or rendered if such notice is in writing and is delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by a national overnight courier service to the following addresses:

City of Ottawa NCAT Procurement Administrator
301 West Madison St. Ottawa, IL 61350

Any notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal

authorities. Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

Non-Disclosure of Data

Data provided by City of Ottawa either before or after Contract award shall only be used for its intended purpose. Proposers, vendors, contractors, and subcontractors shall not utilize or distribute the City of Ottawa data in any form without the prior express written approval of City of Ottawa.

Non-Disclosure Obligation

While providing the work required under this Contract, Contractor might encounter licensed technology, software, documentation, drawings, schematics, manuals, data, or other materials marked "Confidential," "Proprietary," or "Business Secret." Contractor shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of Contractor's own confidential information.

The Contract imposes no obligation upon Contractor with respect to confidential information which Contractor can establish that: a) was in the possession of, or was rightfully known by Contractor without an obligation to maintain its confidentiality prior to receipt from City of Ottawa or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by Contractor without the participation of individuals who have had access to City of Ottawa's or the third party's confidential information. Contractor may disclose confidential information if so required by law, provided that Contractor notifies City of Ottawa that the third party of such requirement prior to disclosure.

Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

If a Contractor considers any portion of any documents which may be delivered to City of Ottawa pursuant to this Contract to be protected under the law, Contractor shall clearly identify each such item with words such as "Confidential," "Proprietary," or "Business Secret." If a request is made for disclosure of any such document, City of Ottawa will determine whether the document should be made available under the law. If the document or parts thereof are determined by City of Ottawa to be exempt from public disclosure, City of Ottawa will not release the exempted document. If the document is not exempt from public disclosure law, City of Ottawa will notify Contractor of the request and allow Contractor five (5) days to take whatever action it deems necessary to protect its interests. If Contractor fails or neglects to take such action within said period, City of Ottawa will release the document deemed subject to disclosure. By signing a contract, Contractor assents to the procedure outlined in this paragraph and shall have no claim against City of Ottawa on account of actions taken under such procedure.

Ownership of Data

Subject to the rights granted Contractor pursuant to this Agreement, all right, title and interest in and to the data collected and developed during the performance of this contract shall at all times remain the sole and exclusive property of City of Ottawa. Contractor shall surrender all such data to City of Ottawa prior to submitting an invoice for final payment.

Patents and Royalties

Contractor is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, Contractor shall, if requested by City of Ottawa, furnish acceptable proof of a proper release from all such fees or claims.

Changed Requirements

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through subsection, Contract Changes/ Change Order Procedure.

Counterparts

This Contract may be signed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one (1) Contract.

Contractual Relationships

No contractual relationship will be recognized under the Contract other than the contractual relationship between City of Ottawa and the Prime Contractor.

STATE OF ILLINOIS CONTRACT REQUIREMENTS

Interest of Members of in Congress

No member of or delegate to the Illinois General Assembly shall be admitted to any share or part of this contract or to any benefit arising therefrom.

Prohibited Interests

No member, or officer, or employee of City of Ottawa or a local public body with financial interest or control in this contract during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Contract Changes

Any proposed change in this contract shall be submitted to City of Ottawa for its prior approval.

Access to Third Party Contract Records

The Contractor shall permit the authorized representatives of the Owner, such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Owner, its authorized representative(s), the US

Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

Bonding

Performance bonds are required for construction projects costing in excess of One Hundred Thousand Dollars (\$100,000). The Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price. Performance bonds may also be required in other instances, with the bond percentage to be determined in the contract award.

Termination

The Owner may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs.

Lobbying

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Certified Payroll

The City of Ottawa shall obtain from the Contractor, and each subcontractor, a certified copy of each weekly payroll with submission of an invoice for completed work. Following a review by City of Ottawa, or their designated agent, for compliance with state and federal labor laws, the payroll copy shall be retained by City of Ottawa, for later review by the authorized representatives of the appropriate State of Illinois or Federal agencies.

Contract Period

The Contractor shall commence the Work required by the Contract Documents within ten (10) working days after the date of the Notice to Proceed and shall complete all Work within 90 Working Days unless the period for completion is extended otherwise by the Contract Documents.

Financial Assistance Acknowledgement

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the City of Ottawa, the Illinois Department of Transportation, and/or the United States Department of Transportation.

Subcontracts

The Contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of a subcontractor, or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the Buyer(s). All such subcontracts and agreements shall be approved by the Buyer(s).

Vendor Registration with Illinois Department of Human Rights

Vendor must provide proof of Registration with the Illinois Department of Human Rights.

Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Owner. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The Owner reserves the right to accept or reject any such assignment, although Owner acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

Retention of Records

The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following the Owner's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that the Owner or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

Ownership of Records

The City of Ottawa shall retain ownership of all plans, specifications, and related documents.

Government (IL) Inspections

The Contractor shall permit the authorized representatives of City of Ottawa, the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or

agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Owner, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

Responsibility For Damage Claims

The Contractor shall indemnify and save harmless the City of Ottawa, its officers, agents, employees, servants, and the Engineer, its officers, agents, employees, and servants against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any Work under the Contract, which may arise in connection with the Work to be performed under the Contract.

The Contract is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract. The duties, obligations, and responsibilities of the parties to the Contract with respect to third parties shall remain as imposed by law.

Rejection of Bids

The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids.

Prime Contractor Participation

When appropriate, normally construction and service related contracts, the selected Contractor will be designated the prime contractor and shall normally perform, with his own staff, work equivalent to at least fifty percent (50%) of the total amount of work for the Project. Only non-equipment and materials pay items of a contract will be used in computing the total amount of work conducted by the prime contractor at the work site. The participation percentage of a prime contractor is normally negotiable until finalized in an awarded contract.

FTA Protest Procedures (If Applicable)

Following an adverse decision by City of Ottawa, the protestor may file a protest with the Federal Transit Administration (FTA). Interested parties should consult FTA Circular 4220.1F, (as amended), Protests, for further information regarding the FTA appeal process. In summary, the FTA will only review protests by an "interested party" (defined as: an actual or prospective bidder, offeror, or proposer whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.) and appeals must be received by the FTA no later than five (5) working days of the date of when the protestor has received notice of the grantee's final decision regarding:

- Recipient Procedural Failure
 - Does not have protest procedures, or
 - Has not complied with its protest procedures, or
 - Has not reviewed the protest when presented an opportunity to do so.
- Violations of Federal Law or Regulations - FTA will not consider every appeal filed by a protestor of an FTA recipient's protest decision merely because a federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to

FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction. (Alleged violations of a specific Federal requirement that prescribe an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation. Reference is made to legislative provisions, such as: i) "Buy America" requirements, 49 CFR, Part 661; ii) participation of Disadvantaged Business Enterprises in Department of Transportation Programs, 49 CFR, Section 23.73; and iii) Transportation for Individuals with Disabilities, 49 CFR, Parts 27, 37, and 38.)

- Violations of State or Local Law or Regulations - FTA will refer violations of State or local law to the State or local authority having proper jurisdiction. In the event of any dispute concerning this Agreement or the products [services] sold [licensed] hereunder, suit may be brought only in a court of competent jurisdiction in Rock Island County of the State Illinois.

FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the recipient's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

Any appeal to the FTA may be withdrawn at any time before the FTA has issued its decision. The FTA's decision on any appeal will be final.

Escalation

The Department does not allow escalation clauses as part of specifications or contracts, with the following exceptions, subject to prior concurrence for each contract:

Procurement for rail vehicles, where the contract price exceeds one year; and

Procurements of metal product from a mill or manufacturer where quotations based on "price at time of shipment" have historically been used.

Equal Employment Opportunity

The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify such underutilization.

That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources, when necessary, to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include, verbatim or by reference, the provisions of this ITEM in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event the subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

No Obligation by the Federal Government

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

Access to Records and Reports

The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

Changes to Federal Requirements

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

Termination

Termination for Convenience (General Provision) The City of Ottawa may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Ottawa to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Ottawa, the Contractor will account for the same, and dispose of it in the manner the City of Ottawa directs.

Termination for Default [Breach or Cause] If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Ottawa may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Ottawa that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Ottawa, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

If Contractor fails to remedy to City of Ottawa's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from City of Ottawa setting forth the nature of said breach or default, City of Ottawa shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Ottawa from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

Termination for Convenience or Default (Cost-Type Contracts) The City of Ottawa may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the City of Ottawa or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of Ottawa, or property supplied to the Contractor by the City of Ottawa. If the termination is for default, the City of Ottawa may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Ottawa and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the City of Ottawa, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

Civil Rights Requirements

The following requirements apply to the underlying contract:

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

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

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Disadvantaged Business Enterprise (DBE) Participation

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal for DBE participation has not been established for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Ottawa deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders/Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:

- The names and addresses of DBE firms that will participate in this contract;
- A description of the work each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If the contract goal is not met, evidence of good faith efforts to do so.

Proposers must present the information required above as a matter of responsiveness with initial proposals (see 49 CFR 26.53(3)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Ottawa. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the City of Ottawa, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Ottawa.

Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby

incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

Disputes, Breaches, Defaults, or Other Litigation

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Ottawa's General Manager. This decision shall be final and conclusive unless within five (5) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of Ottawa, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

Disclosure of Lobbying Activities.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name

of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

Clean Air

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

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

Clean Water

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

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

Energy Conservation

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

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date

of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Fly America

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 CFR 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 personnel 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.

Recycled Products

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Access Requirements for Persons with Disabilities

The Recipient agrees to comply with the provisions of 49 U.S.C. § 5301 (d), which sets forth the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Recipient also agrees to comply with all applicable requirements of the following Federal laws and any subsequent amendments thereto: section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities.

Contract Work Hours and Safety Standards

The records to be maintained under this clause shall be made available by the Contractor or Sub-contractor for inspection, copying, or transcription by authorized representatives of the FTA, US Department of Transportation, or the Department of Labor, and the Contractor or Sub-contractor will permit such representatives to interview employees during working hours on the job.

Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Performance Bond Requirements

The contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) and his or her contract price if selected as the winning proposer.

The Contractor will be required to obtain a performance to protect the City of Ottawa's interest. The following situations may warrant a performance bond:

- City of Ottawa property or funds are to be provided to the Contractor for use in performing the Contract or as partial compensation (as in retention of salvaged material).
- A Contractor sells assets to or merges with another concern, and the City of Ottawa, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable to continue the operation of the services.
- Substantial progress payments are made before delivery of end items starts.
- Contracts are for dismantling, demolition, or removal of improvements.

When it is determined that a performance bond is required, the Contractor shall be required to obtain a performance bond as follows:

- The penal amount of a performance bond shall be one hundred percent (100%) of the original Contract price, unless the City of Ottawa determines that a lesser amount would be adequate for the protection of the City of Ottawa.
- The City of Ottawa may require additional performance bond protection when the Contract price is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in Contract price. The City of Ottawa may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City of Ottawa's interest. Payment bond is not required for this project.

When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

- The penal amount of payment bonds shall equal:
 - Fifty percent (50%) of the Contract price, if the Contract price is less than \$1 million;
 - Forty percent (40%) of the Contract price, if the Contract price is more than \$1 million, but not more than \$5 million; or
 - Two and one half million, if the Contract price is more than \$5 million.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307©, 23 U.S.C. Section 12 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ATTACHMENT A: SUBMISSION CHECKLIST

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

	<u>Vendor Check-Off</u>	<u>City of Ottawa Check-Off</u>
Cover Letter / Cover Page	_____	_____
Qualifications, Experience, and References	_____	_____
Attachment A: Vendor Submission Checklist	_____	_____
Attachment B: Proposal Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Request for Clarification / Approved Equals	_____	_____
Attachment E: Certification Regarding Debarment and Suspension	_____	_____
Attachment F: Affidavit of Non-Collusion	_____	_____
Attachment G: Compliance with Federal Lobbying Regulations	_____	_____
Attachment H: Firm Data Sheet	_____	_____
Attachment I: DBE Good Faith Effort (Information Sheet)	N/A	N/A
Attachment J: DBE Certification & Compliance	_____	_____
Attachment K: DBE Participation Statement	_____	_____
Attachment L: DBE Good Faith Effort Checklist	_____	_____
Attachment M: Buy America	_____	_____
Attachment N: Prevailing Wage Compliance	_____	_____
Attachment O: Proposal Pricing Form	_____	_____
Attachment P: Drug Free Workplace Certification	_____	_____
Attachment Q: Equal Opportunity Statement Certification	_____	_____

ATTACHMENT B: PROPOSAL AFFIDAVIT

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty and Quality Assurance Requirements, with all supporting certificates and affidavits, for the provision of services specified at the prices stated in the fee proposal.

Signed: _____

Title: _____

Company Name: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public: _____

My Commission expires: _____

ATTACHMENT C: ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to this RFP. Include the number and date of each entry.

Addendum Number _____

Dated _____

Addendum Number _____

Dated _____

Addendum Number _____

Dated _____

Addendum Number _____

Dated _____

Addendum Number _____

Dated _____

Addendum Number _____

Dated _____

Addendum Number _____

Dated _____

Failure to return this form may be cause for considering your proposal non-responsive, which will require rejection of the proposal.

Signed: _____

Title: _____

Company Name: _____

ATTACHMENT D: REQUEST FOR CLARIFICATIONS/APPROVED EQUALS

Date: _____

Proposing Company: _____

Section of the RFP: _____

Page Number: _____

Proposer's Request: _____

City of Ottawa Responses: _____

Approved: _____

Denied: _____

Comments: _____

Signature: _____ Date: _____

ATTACHMENT E: CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

Authorized Official: _____

Title: _____

Signature: _____

Date: _____

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

Authorized Official: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT F: AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);

That the attached proposal has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described herein the Request for Proposals, designed to limit independent proposals or competition;

That the contents of this bid proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and

That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Title: _____

Company Name: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: _____

My Commission expires: _____

ATTACHMENT G: CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING REGULATIONS

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT I: GOOD FAITH EFFORT

The City of Ottawa wishes to afford the opportunity for Disadvantaged Business Enterprise (DBE) participation on this contract. Therefore, a proposer must, in order to be responsible and responsive, make a good-faith effort to meet the goal. The proposer can meet this requirement in either of two (2) ways. First, the proposer can meet or exceed the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if the proposer doesn't meet the goal, the proposer can document its good-faith efforts to meet the goal. This means that the proposer must show that it took all necessary and reasonable steps to achieve the DBE goal, or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

The City of Ottawa will use the good-faith efforts mechanism as required by 49 CRF part 26. It is up to the City of Ottawa to make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good-faith efforts. The City of Ottawa will consider the quality, quantity, and intensity of the different kinds of efforts that the proposer made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take, if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good-faith efforts to meet the DBE contract requirements. As emphasized by the Department of Transportation, City of Ottawa determination concerning the sufficiency of the firm's good-faith efforts is a judgment call; meeting quantitative formulas is not required.

The City of Ottawa will not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the proposer shows that an adequate good faith was made. The rule specifically prohibits the City of Ottawa from ignoring bona fide good-faith efforts.

The following is a list of types of actions that the City of Ottawa will consider as part of the proposer's good-faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

Soliciting through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty whether or not a DBE is certified.

The DBEs are interested by taking appropriate steps to follow up initial solicitations.

Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

Negotiating in good-faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good-faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs, if the price difference is excessive or unreasonable.

Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations, and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals from DBEs in the Contractor's efforts to meet the project goal.

Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance, as required by the recipient or contractor.

Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and Local minority/women business assistance offices; and other organizations, as allowed on a case-by-case basis, to provide assistance in the recruitment and placement of DBEs.

ATTACHMENT J: CERTIFICATION & COMPLIANCE WITH DISADVANTAGED BUSINESS ENTERPRISE (DBE) REGULATIONS

In support of City of Ottawa's DBE goal for state or federal funded projects, the successful Proposer may be asked to provide documentation of their "good faith efforts" to involve DBE firms or the actual participation of certified DBE suppliers and sub-contractors participating in the Project.

As a condition for submittal, Proposers must document and retain proof of their effort to obtain certified DBE participation on the Project, and this DBE Certification must be completed and submitted with the Proposal. A Proposal which does not include this Certification will not be considered.

Attach detailed information on participating certified DBE consultants and suppliers to be used with this Project work, to include DBE IL-UCP and UCP certification numbers. Attach a copy of their DBE Certification to the form, if applicable.

Proposer has read and understand the DBE policies and requirements provided in the terms and conditions of the DBE Participation Statement (Attachment K).

Authorized Official: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT K: DBE PARTICIPATION STATEMENT

It is policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently, the requirements of 49 CFR Part 26 applies to this contract.

The Contractor agrees to ensure that disadvantaged business as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

This form must be completed for each disadvantage business participating in this Project. If additional space is needed, complete an additional form for the firm.

Prime Contractor Information

Company Name: _____
 Contact Name: _____
 Title: _____
 Address: _____
 City, State, Zip Code: _____
 Phone Number: _____
 Email Address: _____

DBE Firm/Sub-Contractor Information

Company Name: _____
 Contact Name: _____
 Title: _____
 Address: _____
 City, State, Zip Code: _____
 Phone Number: _____
 Email Address: _____

Work

Item	Description of Work	Quantity	Unit Price	Total
Total				

Complete the following information concerning the Project Proposal

Prime Contractor		Proposal Due Date	
Job Location	City	State	ZIP
Job Description			
Total Proposal Amount		Contract DBE	
\$	\$	% (Goal is 5%)	

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below, has agreed to perform a commercially useful function in the work of the contract items(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from City of Ottawa and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided City of Ottawa.

_____	_____
Prime Contractor Signature	DBE Firm/Sub-Contractor Signature
_____	_____
Contact Name	Contact Name
_____	_____
Contact Title	Contact Title
_____	_____
Date	Date

Assurances

I, acting in my capacity as an officer of the undersigned Proposer (or Proposers, if joint venture), hereby assure City of Ottawa that on this project, my company: (check one)

_____	<ul style="list-style-type: none"> • Meets or exceeds contract award goals and has provided documented participation as follows: • Disadvantaged Business participation at _____%. • Attached is the signed participation statement form, required by Special Provision evidencing availability and use of each business participating in the plan and assuring that each business will perform a commercially useful function in the work of the contract.
_____	<ul style="list-style-type: none"> • Failed to meet contract award goals and has included good faith effort documentation to mee the goals and that my company has provided participation as follows: • Disadvantaged Business participation at _____%. • The contact goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. • Attached is the signed participation statement form, required by Special Provision evidencing availability and use of each business participating in the plan and assuring that each business will perform a commercially useful function in the work of the contract.

Completed by: _____ Date: _____

Title: _____ Company: _____

ATTACHMENT L: DBE GOOD FAITH EFFORT CHECKLIST

Complete and attach all relative Good Faith Effort documentation if you cannot meet the DBE goal. Check all methods of good faith efforts that apply from the list below that you have utilized. The documentation shall be introduced with a cover letter addressing how/why the conclusions were derived. This form and the Good Faith Effort documentation will be considered when determining sufficiency of good faith efforts.

Additionally, by signing this form, the Proposer is acknowledging they have read and understand the Good Faith Effort procedures identified in this RFP. Failure to comply the form may cause the Proposal submittal to be considered non-responsive and may result in rejection of the Proposal submittal.

Check Items Completed	Description of Information Needed
	Copies of solicitations to subcontractors for work on this project.
	A listing of DBE quotes received and compared to the non-DBE quotes.
	A phone log, with dates, of follow up calls made to DBE subcontractors after initial request was made.
	A printout of subcontractors listed for this project and evidence of follow up contact from IDOT Contractor's Market Place.
	Copies of letters sent to minority and women community groups requesting assistance in obtaining DBE participation.
	Evidence of any contract, assistance, or follow up made with IDOT District EEO Labor Compliance Officer. (If applicable and/or trying to become DBE-certified)
	Evidence of any contract, assistance, or follow up made with IDOT Supportive Services Consultant. (If applicable and/or trying to become DBE-certified)
	Evidence of any contract, assistance, or follow up made to Bureau of Small Business Enterprises. (If applicable and/or trying to become DBE-certified)

To the best of my knowledge and belief, any Disadvantaged Business Enterprise was unavailable to work on this project, or unable to prepare a proposal.

Proposer's Company Name: _____

Authorized Official: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT M: BUY AMERICA

This procurement is subject to the Federal Transit Administration (FTA) requirements in Title 49 CFR Part 661, as amended, and Section 165 of the Surface Transportation Act of 1962, which permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States. This Buy America Certificate must be completed and submitted with the Proposal. A Proposal, which does not include this Certificate, will be considered non-responsive. The Proposer hereby certifies that it will comply with the provisions of the Title 49 Section 165 of the Surface Transportation Act of 1962, and/or the regulations in Title 49 Part 661, as amended.

Proposer's Company Name: _____

Authorized Official: _____ Title: _____

Signature: _____ Date: _____

Upon request the Proposer may be required to provide an independent audit (not a manufacturer's certification) that details compliance with the Buy America requirements. This independent audit shall detail the costs of percentages for ensuring compliance with the Buy America audit requirements, including location of final manufacture:

OR

The Proposer hereby certifies that it cannot comply with the requirements of Title 49 U.S.C. Section 5323 (j) (2), Section 165 (b) (3) of the Surface Transportation Act of 1962, and/or the regulations of Title 49 CFR Part 661, as amended, but it may qualify for an exception to the requirements, pursuant to Section 164(b) of the Surface Transportation Assistance Act and Regulations at Title 49 CFR 661.7.

A waiver from the Buy American Provision may be sought by the Procuring Agency if grounds for the waiver exist. Proposer requests for exception or waiver shall be requested separately, prior to the Proposal submittal, in accordance with the required procedure. Waivers must be approved by the FTA, or the Proposal will be rejected.

A Proposal that does not comply with Buy America requirements will be rejected if the Proposer has not submitted a request for waiver and received an approved waiver from the FTA. A copy of the approved waiver and waiver request must be attached to this Form.

Proposer's Company Name: _____

Authorized Official: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT N: CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE

The Contractor shall agree to comply with the City of Ottawa Prevailing Wage Ordinance.

Not less than the prevailing minimum rate of wages as found by the Department of Labor or determined by the court on review shall be paid to all laborers, workmen, and mechanics performing Work under this Contract.

A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq), and all rules and regulations therein, for the past five (5) years.

Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act (or federal Davis-Bacon and related Acts), has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act (or federal Davis-Bacon and related Acts) and related requirements.

A contractor who has been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed not to be a responsible bidder for two (2) years from the date of the last finding.

By signature below, the Bidder/Proposer agrees to comply with this Prevailing Wage Ordinance.

Proposer's Company Name: _____

Authorized Official: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT O: PROPOSAL PRICING FORM

The undersigned hereby declares that he/she has carefully read and examined the Public Notice, the Request for Proposal, terms, and requirements, with all supporting certificates and affidavits, for the good and services noted herein, and that he/she will enter into contract negotiations for said provision of goods and services, as specified, using the costs identified herein, as the basis for those contract negotiations.

Detailed cost information shall be attached and meet the requirements as described in the Proposal.

Item Description	Quantity/ Hours/Years	Item Price	Extended Amount
Type of Cameras:			
• Forward facing camera			
• Interior cameras			
• Exterior cameras			
• Other cameras - specify			
Equipment:			
• Recorder/Processor			
• Cabling and power supply			
• Router			
• Antenna & GPS			
• Hardware & Software - Server			
• Wi-fi Network & Grid Design			
• Other Equipment - specify			
Required Proposed Services:			
• Installation			
• Training			
• Warranty – Initial			
• Preventative Maintenance - Initial			
Other Options:			
• Extended Warranty			
• Extended Preventative Maintenance			
• On-Call Assistance			
• Other Required Monthly or Annual Fees/Licenses/Costs - specify			
• Additional equipment purchased within 3 years of Final Acceptance			
• Other suggested - specify			

Proposer's Company Name: _____

Authorized Official: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT P: DRUG FREE WORKPLACE CERTIFICATION

Pursuant to the applicable regulations contained in the Drug Free Workplace Act, which requires that no Contractor shall be considered for the purposes of being awarded a contract or agreement for the procurement of property or services, unless that Proposer has certified that it will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited, suspension of contract payments, termination of contract, and debarment of contracting opportunities with the State for at least one (1) year, but not more than five (5) years.

The Proposer, by submittal of a Proposal, hereby certifies that it is in compliance with the regulations and policy implementation of the Drug Free Workplace Act.

To the extent that the Proposer, or any subcontractor, or their employees, perform a safety sensitive function related to and under this Project, the Proposer agrees to comply with, and assures the compliance of each affected subcontractor and their employees, with 49 USC subsection 5331, and FTA regulations, "Prevention of Prohibited Drug Use in Transit Operations", Title 49 CFR, Part 653.

Attach a copy of your firm's Drug Free Workplace policy to this form.

Proposer's Company Name: _____

Authorized Official: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT Q: EQUAL OPPORTUNITY STATEMENT OF CERTIFICATION

As certification and acceptance of the terms and conditions required for compliance with applicable Federal and State Equal Employment Opportunity laws and regulations, as noted in the Proposal, the undersigned hereby certifies that the Proposer will comply with all requirements stated herein, during the term of any subsequent contract award.

The Proposer understands that City of Ottawa may request specific written documentation to confirm compliance, and by the signing of this certification, agrees to provide said documentation upon request.

During the performance of the work described, the Proposer assures City of Ottawa that it is in compliance with Title VI of the Civil Rights Act of 1964, as amended, and any State or Local laws or regulations applicable to the Proposer on the grounds of race, color, national origin, religion, sex, age, disability, marital status, or sexual preference, in any form or manner against Proposers employees or applicants for employment. The Proposer understands and agrees that the award of any contract is conditioned upon the veracity of this Statement of Certifications. The Proposer further assures City of Ottawa that it will comply with Title VI of the Civil Rights Act of 1964, as amended, when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discriminations noted herein are included by this reference hereto. This Statement of Certification shall be interpreted to include Vietnam Era Veterans and disabled persons within its protective range of applicability.

Your signature certifies acceptance and compliance with the terms and conditions delineated herein.

Proposer's Company Name: _____

Authorized Official: _____ Title: _____

Signature: _____ Date: _____