

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue
Providence, RI 02907

GENERAL GUIDELINES FOR COMPLETING INVITATION FOR BID PACKAGE

This document is intended as a guideline to assist prospective Bidders in successfully completing the necessary Bid paperwork. You are strongly encouraged to read the Instructions for Bidders Sections very carefully. This document is NOT intended to replace the more-detailed instructions that are included in the attached Bid Package.

- It is **EXTREMELY IMPORTANT** that all required forms be filled out completely. Federal and State Regulations mandate that these forms be filled out properly. Failure to fill out these forms may result in your Bid being ruled non-responsive. Non Responsive Bids **will not** be awarded the contract.
- **REMEMBER to completely fill out** all REQUIRED FORMS (see REQUIRED FORMS Checklist). The **forms that are checked off are the only ones that apply to this Bid.**
- If a form does not apply to your business or bid, please mark the form Not Applicable or some other similar wording at your discretion.
- DBE (Disadvantaged Business Enterprise) Obligation. RIPTA agrees to ensure that DBEs as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore it is imperative that you read the DBE Section and complete the necessary Paperwork. All DBEs submitted must be certified by the State of Rhode Island at the time of Bid Submittal.
- Make Sure the Bid Response is received by the RIPTA Purchasing Department by the designated date and time. Late Bids will not be accepted
- It shall be the responsibility of prospective bidders to check the State of Rhode Island, Department of Administration Division of Purchases Website for any addenda.
- Make Sure that the Bid is returned in an Envelope or Box **CLEARLY LABELED** with the following Information: **Bid Number and what the Bid is for. This information should be in the lower left hand corner.** The envelope should also be labeled **BID DOCUMENTS ENCLOSED**
- When in doubt, contact RIPTA Contracts Manager (401) 784-9500 extension 214 for assistance.
- **Bid must be submitted pre-punched for standard three ring binders. Spiral bound bid submittals will not be allowed.**

Please refer to Page 91 for Technical Specifications

The following label shall be affixed to the envelope or package containing the bid response documents. It is imperative that his label be affixed to insure the bid documents are received and routed in the proper manner:

Return Address

BID DOCUMENTS ENCLOSED

CONTRACTS MANAGER
Rhode Island Public Transit Authority
Purchasing Department, Room 217
705 Elmwood Avenue
Providence, RI 02907

BID NUMBER: 13-25

BID FOR: Ticket Vending Machines Delivery and Installation

DUE: March 12, 2013

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
RHODE ISLAND PUBLIC TRANSIT AUTHORITY
705 Elmwood Avenue
Providence, RI 02907

REQUIRED COMPANY INFORMATION FORM

The following information is mandatory;
Failure to complete this section may jeopardize your eligibility to be awarded the contract

THIS INFORMATION IS REQUIRED IN ACCORDANCE WITH 49CFR 26.11

PLEASE PRINT OR TYPE YOUR INFORMATION

COMPANY NAME _____

COMPANY STREET: ADDRESS: _____

COMPANY MAILING: ADDRESS: _____

COMPANY CONTACT PERSON: _____

COMPANY TELEPHONE NUMBER: _____

COMPANY TELEFAX NUMBER: _____

COMPANY CONTACT EMAIL: _____

AGE OF THE FIRM (YEARS): _____

ANNUAL GROSS RECEIPTS (DOLLARS): _____

**IS YOUR FIRM CERTIFIED BY THE STATE
OF RHODE ISLAND AS A DISADVANTAGED
BUSINESS ENTERPRISE?**

DUNN AND BRADSTREET NUMBER: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Invitation for Bid Number 13-25

Invitation for Bid

BID NO: 13-25

DATE OF INVITATION: February 18, 2013

PRE-BID MEETING: February 26, 2013

BID RECEIPT DATE: March 12, 2013

FURNISHING OF: Ticket Vending Machines Delivery
and Installation

FEDERAL TRANSIT ADMINISTRATION PROJECT NO. RI96x001

The participant shall specify the official name of his/her company in the upper left-hand corner of the Bid Response Envelope and show **Bid No. and Bid Description in the lower left-hand corner and send or deliver to:**

**Purchasing Department
Room 217
705 Elmwood Avenue
Providence, RI 02907**

The participant shall execute the offer form enclosed herewith.

Bids will be reviewed and evaluated; all participants will be notified as soon as approval of award is made.

The Bidder shall execute the offer form enclosed herewith. The Bidder shall return **Three copy(ies)** with the **original** Bid. **The original copy of the bid submittal must be clearly labeled "Original" and the Copies must be clearly labeled "Copy"**

RIPTA RESERVES THE RIGHT TO REJECT BIDS FROM PARTICIPANTS WHO HAVE NOT USED THE FORM AND PROPER BID RESPONSE ENVELOPE FORMAT.

RIPTA RESERVES THE RIGHT TO CANCEL ANY PARTICULAR SOLICITATION, AND/OR REJECT ANY OR ALL BIDS.

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I. CALENDAR

A. Date of Invitation:

February 18, 2013

B. Pre-Bid Conference:

1. **Date:**

February 26, 2013

2. **Time:**

1:00 p.m. Eastern Time

3. **Place:**

**RIPTA Board Conference Room
269 Melrose Street Providence, RI**

Any and all appeals must be submitted in writing prior to the time and date set for the Pre-Bid Meeting.

C. Request for Approved equals and Questions

must be submitted **ELECTRONICALLY IN MICROSOFT WORD FORMAT** to RIPTA Contracts Manager by:

1. **Date:**

February 26, 2013

2. **Time:**

1:00 p.m. Eastern Time

3. **Response to approved equals: 10 - 14 days prior to Bid opening.**

D. Bid opening:

1. **Date:**

March 12, 2013

2. **Time:**

1:00 p.m. Eastern Time

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II. NOTICE TO OFFERORS

A. Date:

February 18, 2013

The Rhode Island Public Transit Authority (RIPTA) is requesting Bids for the following:

Ticket Vending Machines Delivery and Installation

All Bids shall be submitted in the required format and quantity as set forth in the IFB. This Bid must be received by March 12, 2013 at 1:00 p.m. Eastern Time. by the Purchasing Department, Room 217, 705 Elmwood Avenue, Providence, Rhode Island 02907.

Award of contract is subject to financial assistance of 100% from the U.S. Department of Transportation (FTA Project RI96x001). The successful Bidder shall comply with the conditions and terms applicable thereunder.

A Pre-Bid Meeting will be held at the RIPTA Transportation Building Conference Room, 269 Melrose Street, Providence, RI at 1:00 pm Eastern Time on February 26, 2013. Bidders are expected to download to and review the Specifications prior to the pre-bid meeting.

The successful Bidder shall be required to comply with all applicable Equal Opportunity and Disadvantaged Business Enterprise regulations. Bidders are encouraged to view the Rhode Island Minority Business Enterprise (RIMBE) website for a list of Disadvantaged Business Enterprise vendors that may be interested in working with your company on this bid. All DBEs submitted must be certified by the State of Rhode Island at the time of Bid Submittal. The RIMBE website address is: <http://www.mbe.ri.gov/search.php>.

The Disadvantaged Business Enterprise goal for this project is: Not Applicable.%

The successful Bidder shall be required to certify that he is not on the Comptroller General's List of Ineligible Contractors.

An electronic copy of the bid is available on the State of Rhode Island, Department of Administration Division of Purchases Website.

The website address is: www.purchasing.ri.gov/RVIP/ExternalBidSearch.asp
RIPTA bids can be Public Bid Opportunities, Quasi Public Sector, listed under the Rhode Island Public Transit Authority. ***Bidders must download the bid documents and complete the required forms.***

If you are unable to access the Internet, a printed copy of the Bid may be obtained from RIPTA's Purchasing Department by calling Michael J. McGrane at (401) 784-9500, ext. 214.

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III. CONTACT LIST

**PLEASE CONTACT THE FOLLOWING PERSONS FOR ANY
QUESTIONS YOU MAY HAVE:**

A. Specifications/Scope of Work

Mr. Greg Nordin
Phone (401) 784-9500 extension 237

B. Contracts Manager

Mr. Michael J. M^cGrane
Phone: (401) 784-9500 extension 214
mmcgrane@ripta.com

C. DBE Liaison Officer

Mrs. Lisa Hanson
Phone: (401) 784-9500 extension 125
lhanson@ripta.com

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IV. INSTRUCTIONS FOR BIDDERS

A. Definition of terms

Whenever herein or in the Bid contract documents the following terms, pronouns or abbreviations are used, the intent and meaning shall be interpreted as follows:

1. **Procuring agency**
Procuring Agency is defined as the Rhode Island Public Transit Authority.
2. **RIPTA**
RIPTA shall refer to the Rhode Island Public Transit Authority.
3. **Contractor**
Contractor shall mean the successful Bidder to whom a contract is awarded.
4. **Invitation for Bid (IFB)**
Invitation for Bid shall mean the complete assembly of related documents, whether attached or incorporated by reference, furnished by RIPTA for the purpose of proposing, including the Invitation for Bid, the Instructions for Bidders, Supplemental Conditions, Specifications, Bid Form, Bid Attachments, and Addenda, if any. Bids shall be in strict accordance with the Terms of the IFB.
5. **Authorized Signature.**
The person who is executing this contract on behalf of the Bidder and who is authorized to bind the Bidder.
6. **Invitation for Bid.**
The advertisement of the issuance by RIPTA of an Invitation for Bid, which is published, posted and sent to prospective Bidders informing interested persons of the proposed procurement.
7. **Notice of Award**
The receipt of a Purchase Order or Letter of Contract issued by RIPTA shall serve as notice of the award of contract.
8. **Specifications**
The written description and statement of necessary requirements of the equipment/construction, supplies and/or service to be provided.
9. **Tender**
The Bidder's documents and all attachments tendered in response to the Bid requests.

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B. Form of Bid and Signature

The Bid shall be presented with an original and Three copies on the forms provided herewith by RIPTA and shall be enclosed in a sealed envelope marked and addressed as required on the Bid form.

Depending upon whom the Bid is made by, the following signature and instructions must be followed:

1. **Sole Owner.**

Bid shall be signed with his full name, and his address shall be given.

2. **General Partnership.**

Bid shall be signed with the partnership name; by a partner who shall also sign his/her own name, and the name and address of each partner shall be given.

3. **Limited Partnership**

Bid shall be signed with the partnership name by a general partner who has authorization to do so who shall also sign his/her own name.

4. **Corporation.**

Bid shall be signed by an officer or other individual who has the full and proper authorization to do so, and the corporate seal shall be affixed to the contract, or if the corporate seal is not affixed to the contract and it is signed by a person other than an officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to sign written contracts for and on behalf of the corporation.

C. Bid

The terms of the Bid must not be changed. All blank spaces in said form shall be properly filled. Alterations by erasure or interlineation must be explained or noted in the Bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item, do not agree, **the unit price** alone will be considered as representing the Bidder's intention.

D. Unauthorized Conditions

Unauthorized conditions, limitations or provisions attached to a Bid will render it informal and may cause its rejection.

E. Submission of Bid

Prior to the hour specified in the Invitation for Bid inviting sealed Bids, all Bids shall be delivered to the Contracts Manager at the address shown in the Invitation for Bid.

Each Bid shall be in a sealed envelope properly labeled on the outside with the Bid number and description. No Bids received after said time or at any place other than the time and place as stated in the Invitation for

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Bid will be considered. No bids electronically transmitted via email and fax will be considered.

F. Modification or Withdrawal of Bid.

A Bid may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitation for Bid not later than the exact time set for receiving of Bids. A telegraphic notice of modification or withdrawal of a Bid telephoned by the receiving telegraphic office no later than the set for opening of Bids will be considered if the message is confirmed by the telegraph company by sending a copy of a written telegram which formed the basis of the telephone call. A Bid may be withdrawn in person by a Bidder or his/her authorized representative provided his/her identity is made known and he signs a receipt for the Bid if the withdrawal is prior to the exact time set for receiving the Bids. Modifications of Bids and requests for withdrawal of Bids which are received in the office designated in the Invitation for Bid after the exact time set for opening are "late modifications" and "late withdrawals" respectively. A late modification or late withdrawal will be subject to the rules and procedures applicable to late Bids. A late modification of an otherwise successful Bid will be opened at any time it is received. If, in the judgment of the Director of Procurement, it makes the terms of the Bid more favorable to RIPTA, it will be presented to the Contract Manager and Director of Procurement for consideration.

G. Samples

Samples, when required, must be submitted within the time specified, at no expense to RIPTA. If not, destroyed or used up during testing, samples will be returned upon request at the Bidder's expense.

H. Canvass of Bids.

At the hour specified in the Invitation for Bid, a designee will receive the Bids. An award will be made or Bids rejected by RIPTA within the time specified in the specifications or Bid forms, or if not specified, within a reasonable time after Bids have been opened.

I. Rejection of Bids.

RIPTA reserves the right to reject any and all bids. The right is reserved to reject any or all Bids, and to waive technical defects as the interest of RIPTA may require. Each Bidder shall be notified if all Bids are rejected.

J. Sales Tax Exemption

RIPTA confirms that no state, local or federal taxes are applicable to this purchase.

K. Delivery Charges.

Unless otherwise stated in the IFB, Bidders shall include freight and/or delivery charges in the total price of their Bids.

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L. Alternative Bid

Submissions of an alternative Bid or Bids, except as specifically called for in the Specifications or IFB, will render the bid informal and may cause its rejection.

M. Non-Collusive Affidavit

The Bidder represents and warrants that its Bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to submit a sham Bid or any other person, firm or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure itself an advantage over any other Bidder.

N. Interest of RIPTA Personnel

The Bidder represents and warrants that neither the General Manager, nor any Board Member, nor any employee of RIPTA, is in any manner interested directly or indirectly in the Bid or in the contract, which may be made under it, or in any expected profits to arise therefrom.

O. Penalty for Collusion

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any Bid or Bids, colluded with any other party or parties, then the contract so awarded shall be **voidable** by RIPTA and the Contractor and his bondsmen shall be liable to RIPTA for all loss or damage which RIPTA may suffer thereby and the RIPTA Board may advertise for a new contract for said labor, supplies, materials, equipment or service.

P. Bid Acceptance Period

All Bids shall remain in effect ninety (90) calendar days from the date of Bid opening. Bids offering less than ninety (90) calendar days for acceptance by RIPTA from the date set for opening will be considered non-responsive and will be rejected.

Q. Postponement.

RIPTA reserves the right to postpone, for its own convenience, the date the Bid is to be received, but any Bidder whose Bid has already been submitted to RIPTA when the decision to postpone is made shall be afforded the opportunity to revise or withdraw its Bid.

R. Amendment and/or Postponement.

RIPTA reserves the right to revise or amend the specifications up to the time set for the receiving of Bids. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. It shall be the responsibility of prospective bidders to check the State of Rhode Island, Department of Administration Division of Purchases Website for any addenda. If the revisions and addenda require changes in quantities or price Bid, or both, the date set for receiving Bids may be postponed by such number of days as in the opinion of RIPTA shall enable Bidders to revise their Bids. In any case, Bid openings shall be at least seven (7)

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working days after the last addendum, and the addenda shall include an announcement of the new date, if applicable.

S. Single Bid.

1. In the event a single Bid is received, RIPTA will, at its option, either conduct a price and/or cost analysis of the Bid and make the award by negotiation or reject the Bid and re-advertise. A price analysis is the process of examining the Bid and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations submitted on other current quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.
2. Where it is impossible to obtain a valid price analysis, it may be necessary for RIPTA to conduct a cost analysis of the Bid price. Cost analysis is the review and evaluation of a contractor's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.
3. The price and/or cost analysis shall be made by RIPTA's Procurement Department.

T. Qualifications for Award

The Bidder must be a person, firm or corporation that:

1. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this contract.
2. Has adequate service personnel, or has the capability to have such personnel, to satisfy any service problems that may arise during the warranty period.
3. Has the necessary facilities and financial resources or has the capability to obtain such facilities and resources to complete the contract in a satisfactory manner within the required time.
4. The Procuring agency shall have the right to conduct a pre-award survey on each Bidder. Doubt as to the capability or technical ability, productive capacity or financial strength, which cannot be resolved affirmatively, shall require a determination of non-responsibility by RIPTA.

U. Ineligible Bidders.

The Bidder shall be required to certify, upon request, that it is not on the U.S. Comptroller General's Consolidated List of Persons or Firms

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currently Debarred for Violations of Various Public Contracts
Incorporating Labor Standards Provisions.

V. Disadvantaged Business Enterprise

The Rhode Island Public Transit Authority will 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 of 49 CFR part 26. RIPTA will take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Rhode Island Public Transit Authority of its failure to carry out its approved program the Department may impose sanctions as provided for under 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 Action of 1986 (31 U.S.C. 3801 et. Seq).

W. Addenda.

RIPTA may issue addenda containing amendments to its Bid solicitation documents. Any addendum issued less than seven (7) days prior to the receipt of Bid shall, if necessary, contain a provision postponing the date of the receipt of Bid to a date that will provide Bidders adequate time to respond to the addenda. Addenda shall be numbered sequentially.

X. Bidder's Requests and Appeals.

1. Appointments.

Bidders and suppliers may make appointments with the contact person listed in the specifications to discuss the specifications.

2. Amending Materials.

Any amending material issued by RIPTA pertaining to the Bid solicitation documents (including, without limitation: clarifications, approved equals, and corrections) shall be set forth in an addendum and sent to all parties who are on record as having obtained a copy of the Bid solicitation documents.

3. Appeal.

Should any Bidder or supplier choose to appeal RIPTA's decision, such appeal must be in writing and received by RIPTA not less than seven (7) calendar days before the date of receipt of Bid. RIPTA has no obligation to consider appeals received less than seven (7) calendar days before the date of the receipt of Bid.

4. Withdrawal.

The Bidder or supplier may withdraw its appeal at any time before RIPTA issues a final decision. There shall be no further review of the appeal after the final decision is issued.

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5. Notification.

Should RIPTA postpone the date of the receipt of Bid owing to the appeal, RIPTA shall notify all parties who are on record as having obtained a copy of the Bid solicitation documents that an appeal has been filed and that the date of the receipt of Bid shall be postponed until RIPTA has issued its final decision. RIPTA shall issue appropriate amendments postponing the re-scheduling date of the receipt of Bid.

Y. Equal Employment Opportunity.

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, handicap or national origin. Such actions shall include, but not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

Z. Prohibited Interest

No member, officer, or employee of RIPTA or of a local public body during his tenure or for one year thereafter shall have any interest, directly or indirectly, in this contract or the proceeds thereof.

AA. Interest of Members of Congress

No member or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

BB. Contract Commencement Date

The contract commencement date shall be the date of the signing of the Purchase Order or by Letter of Contract signed by an authorized RIPTA employee.

CC. Notice, Waiver and Applicable Law

Notice given to Contractor and RIPTA shall be given to the parties in writing by certified mail at the respective addresses set forth herein. Waiver by RIPTA of a breach by Contractor of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision as well of future provisions hereunder, shall remain in full force and effect. The rights and duties of the parties hereto shall be determined by the laws of the State of Rhode Island, and to that end this agreement shall be considered and construed as a contract made an to be performed in the State of Rhode Island.

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DD. Protest.

1. General.

Protests will be accepted from prospective Bidders or offerors whose direct economic interest would be affected by the award of a Contract or by failure to award a contract. The RIPTA Director of Purchasing will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. If the protest is oral and the matter cannot be otherwise resolved, written confirmation of the protest will be requested. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

- a. Name, address and telephone number of protester.
- b. Identification of the solicitation or Contract number.
- c. A detailed statement of the legal and factual grounds of protest, including copies of relevant documents
- d. A statement as to what relief is requested.
- e. Protest should be sent to:

Director of Procurement
RI Public Transit Authority
Room 217
705 Elmwood Avenue
Providence, RI 02907

- f. Protests must be filed with the RIPTA in accordance with our procedures and time requirements. The protest to RIPTA must be complete and contain all the issues that the protester believes relevant. RIPTA will respond to each substantive issue raised in the protest. Failure to include an issue in the protest eliminates that issue from further consideration. All protest decisions entered by RIPTA are final in accordance with FTA "Third Party Contract" Regulation.
- g. On occasion, when considered appropriate, an informal conference on the merits of the protest with all interested parties may be held.

EE. Protests Before Award

1. Solicitation Phase.

Protests concerning the solicitation must be submitted in writing five (5) working days prior to Bid opening or closing date for receipt of Bids. If the written protest is not received by the time specified, award may be made in the normal manner unless the Director of Purchasing, upon investigation, finds that remedial

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action is required. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all potential Bidders or offerors.

2. Pre-Award Phase.

When a protest against the making of an award is received after receipt of Bids but prior to award, the Director of Purchasing may determine to withhold the award pending disposition of the protest. The Bidders or Bidders whose Bids might become eligible for award should be requested, before expiration of the time for acceptance of their Bids, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for readvertising. RIPTA will provide a written response to each material issue raised in the written protest.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to five (5) working days after resolution of the protest or, if a protest has been filed with FTA during the pendency of that protest, unless RIPTA determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make award promptly; or,
- c. Failure to make award will otherwise cause undue harm to RIPTA or the Federal Government.

If award is made, the Director of Procurement will document the file to explain the need for an award, and will give written notice of the decision to proceed with the award to the protester and, as appropriate, to others concerned.

FF. Protests After Award.

A protest received not later than 10 (ten) working days after award shall be reviewed by the Director of Purchasing. The Contractor will, in any event, be furnished with the notice of protest and the basis therefore. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to the Authority's interest, the Director of Purchasing should consider a mutual agreement with the Contractor to suspend performance on a no-cost basis.

GG. Source Selection and Contract Award

The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible Bidder whose Bid will be evaluated using a best value approach. The ultimate selection of an offeror will be on the basis of overall best value to the Authority.

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HH. Title VI Assurances

Contractors and Subcontractors will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), and the Assurances by RIPTA pursuant thereto.

II. Energy Conservation Requirements:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State of Rhode Island Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

JJ. Program Fraud

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S. C. § 3801 et. Seq. and U. S. Department of Transportation 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 Federal Transit Administration 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 make, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307 (n) (1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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KK. No Government Obligation to Third Parties:

1. The Purchaser and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

V. GENERAL PROVISIONS

A. Definitions:

As used throughout this Contract, the following terms shall have the meanings set forth below:

1. **Authority**
Authority means Rhode Island Public Transit Authority (RIPTA).
2. **Contracting Manager (Contracts Manager)**
The person executing this Contract on behalf of the Authority, and his or her successor, and the term includes, except as otherwise provided in this Contract, the authorized representative of a Contracting Officer acting within the limits of his authority.
3. **Directed, Ordered, designated or prescribed**
Wherever in the scope of the work the words directed, ordered, designated, prescribed, or words of like importance are used, it shall be understood that the direction, requirement, order, designation, or prescription of the Contracting Manager is intended and similarly the words approved, acceptable, satisfactory, or words of like importance shall mean approved by, or acceptable to, satisfactory to the Contracting Officer, unless expressly stated.

B. Changes:

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes within the general scope of this Contract. If any such changes causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by the order, the Contracting officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

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The Contractor must assert its right to an adjustment under this article within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this article shall excuse the Contractor from proceeding with the contract as changed.

C. Extras:

Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing in advance by the Contracting Officer.

D. Inspection:

All supplies, which term throughout this article includes without limitation raw materials, components, intermediate assemblies, and end products, shall be subject to inspection and test by the Authority, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity within the requirements of this Contract, the Authority shall have the right either to reject them or require their correction. If any inspection or test is made by the Authority on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Authority inspectors in the performance of their duties.

All inspections and test by the Authority shall be performed in such a manner as not to unduly delay this work. The Authority reserves the right to charge to the Contractor any additional cost of Authority inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Authority therefore. The inspection and test by the Authority of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regard latent defects, fraud, or such gross mistakes as amount to fraud. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the supplies hereunder.

Records of all inspection work by the Contractor shall be kept complete and available to the Authority during the performance of this Contract and for such longer period as may be specified elsewhere in this Contract.

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E. Responsible:

Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.

F. Title and Risk of Loss

Unless this Contract specifically provides for earlier passage of title, title to supplies covered by this Contract shall pass to the Authority upon formal acceptance. Unless this Contract specifically provides otherwise, risk of loss of or damage to supplies covered by this Contract shall remain with the Contractor, until acceptance by the Authority.

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

G. Payments

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as specified. The failure to perform may result in partial or full suspension of payment and/or process payment.

H. Stop Work Order

The Contracting Manager may, at any time, by written order to the Contractor, require the Contractor to stop all, or part of the work called for by this Contract. Any such order shall be specifically identified as a STOP WORK ORDER issued pursuant to this article. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

I. Disputes

1. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the General Manager. The decision of the General Manager or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by

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substantial evidence. In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- 2 This **DISPUTES** article does not preclude consideration of questions of law in connection with decisions provided for in paragraph a. above. Nothing in this Contract, however, shall be construed as making the final decisions of the General Manger of the Authority.

J. **Default**

1. The Authority may, subject to the provisions of paragraph b. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If the Contractor fails to make delivery of the supplies or to satisfactorily perform the services within the time specified herein or any extension thereof; or
 - b. If the Contractor fails to perform any of the other provisions of this Contractor, or so fails to make its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period of as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
2. Without the fault or negligence of the Contractor. Such causes may include, but are restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the Authority in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
3. If the Contractor fails to deliver the supplies or satisfactorily perform the services within the time specified in this Contract, or any extension thereof, the actual damage to the Authority for the delay will be difficult or impossible to determine. Therefore in lieu of actual damages, the Contractor shall pay to the Authority as fixed, agreed and liquidated damages for each calendar day of delay, the amount set forth elsewhere in this Contract. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, and in such event, subject to this DISPUTES article, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance

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of the contract when in his judgment the findings of fact justify an extension.

4. The rights and remedies of the Authority provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

K. Termination for Convenience of the Authority

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

After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claims shall be submitted promptly by in no event later than one year from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

In the event of the failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid the Contractor by reason of the termination of work pursuant to this article, the Contracting Officer shall, subject to any review by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount if any, due the Contractor by reason of the termination.

Costs claimed, agreed to, or determined pursuant to this paragraph shall be in accordance with the applicable with the applicable contract cost principles and procedures of the Federal Acquisition Regulations (48 CFR 31.1) in effect on the date of this Contract. The Contractor shall have the right to appeal, under the DISPUTES article of this Contract from any determination made by the Contracting Officer, except that, if the Contractor has failed to submit his claim within the time provided above and has failed t request extension of such time, he shall have no such right of appeal.

Unless otherwise provided for in this Contract, or by applicable statue, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Authority at all reasonable times at the office of the Contractor but without direct charge to the Authority, all his books, records, documents, and other evidence bearing on the costs and

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expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro photographs, or other authentic reproductions thereof.

L. Federal, State and Local Taxes

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and Local taxes and duties. The Authority upon the request of the Contractor shall, without further liability, furnish evidence appropriate to establish exemption from any Federal, State, or Local tax.

M. Walsh-Healey Public Contracts Act

If this contract is for the manufacture or furnishing of materials, supplies articles, or equipment in an amount which exceeds or may exceed \$10,000 and is otherwise subject to the Walsh-Healey Public Contract Act, as amended (41 U.S.C. 34-35), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations of the Secretary of Labor which are now or may hereafter be in effect.

N. Officials Not to Benefit

No member, officer, or employee of the Authority during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

O. Covenant against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or in its discretion, to full amount of such commission, percentage, brokerage, or contingent fee.

P. Notice to the Authority of Labor Disputes

Whenever the Contractor has knowledge that any or potential labor disputes is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer. The Contractor agrees to insert the substance of this clause, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

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Q. Patent Indemnity

1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent arising out of the manufacture or delivery of supplies under this Contract.
2. In addition, if specifically requested by the Contracting Officer prior to execution of the Contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

R. Use of Trade Names

Any trade names used in this document are merely used for a point of reference. The Authority will consider submission of approved equals on any or all products specified. Use of trade names by the Authority bears no actual or implicit approval for the violation of any current or pending patents or copyrights.

S. Rights in Technical Data

1. The Authority shall have the right to use, duplicate or disclose technical data, which includes computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so:
 - a. Any manuals, instructional materials prepared for installation, operation, maintenance or training purposes;
 - b. Technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("for, fit and function: data; e/g/ specification control drawing, catalog sheets, outline drawing; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software);
 - c. Other technical data which has been, or is normally furnished without restriction by the Contractor or subcontractor;
 - d. Other specifically described technical data, which the parties have agreed will be furnished without restriction.
2. The Authority shall have the right to use, duplicate, or disclose technical data other than that defined in paragraph a. in whole or in part, with the express limitation that such technical data shall

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not, without the written permission of the party furnishing such technical data, be

- a. released or disclosed in part by the Authority for manufacture, or
 - b. used in whole or in part by the Authority for manufacture, or
 - c. used by a party other than the Authority except for emergency repair or overhaul work only, by or for the Authority where the item or process concerned is not otherwise reasonably available to enable timely performance of the work; provided, that the release or disclosure thereof outside the Authority shall be made subject to a prohibition against further use, release or disclosure.
3. Technical data provided in accordance with the provisions of paragraph b. shall be identified by a legend, which suitably recites the aforesaid limitation. Nothing herein shall impair the right of the Authority to use similar or identical data acquired from other sources.
4. The term technical data as used in this article means technical writing, computer software, sound recording, pictorial reproductions, drawings, or other representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract. The term does not include financial reports, cost analysis, and other information incidental to Contract administration. Computer software as used in this article means computer programs, computer databases, and documentation.
5. Material covered by copyright:
- a. The Contractor agrees to and does hereby grant to the Authority, and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all technical data now or hereafter covered by copyright.
 - b. No such copyright matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for the Authority (or higher-tier contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.

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6. Relation to patents: Nothing contained in this article shall imply a license to the Authority under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
7. Any dispute under this article shall be subject to the Disputes article of this contract

T. Audit and Inspection of Records

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

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

U. Gratuities

In connection with performance of work required under this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contract, or agent, representative or other person deemed to be acting on behalf of such supplier or subcontractor, to any Director, Officer or employee of the Authority; or to any Director, employee or agent of any of the Authority's agents, consultants, representatives or other persons deemed to be acting for or on behalf of the Authority with a view toward securing a contract or securing favorable treatment with respect to the awarding to the awarding or amending, or the making of any determinations with respect to the performing of such contract is expressly for Bidden. The terms of this GRATUITIES article shall be strictly construed and enforced in the event of violations hereto.

V. Limitation on Withholding Payments

If more than one article or schedule provision of this Contract authorized the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts so withheld at any one time shall not exceed the greatest

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amount which may be withheld under any one such article or schedule provision at that time; provided, that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours of employees;
2. Withholdings not specifically provided for by this Contract; and
3. The recovery of overpayment.

W. New Material

The Contractor represents that the supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

X. Order of Precedence

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. The Bid Form;
2. Special Conditions;
3. General Provisions;
4. The other provisions of the Contract, whether incorporated by reference or otherwise;
5. The Specifications; and
6. Drawings.

Y. Correction of Deficiencies

1. Definitions:

As used in this article:

- a. Deficiency means any condition or characteristics in any supplies (which term shall include related technical data) or services furnished hereunder, which is not in compliance with the requirements of this Contract.
- b. Correction means any and all actions necessary to eliminate any and all deficiencies.
- c. Supplies mean the end item(s) furnished by the Contractor and related services required under this Contract.

2. General:

- a. The rights and remedies of the Authority shall not be affected in any way by any other provisions under this

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Contract concerning the conclusiveness of inspection and acceptance.

- b. The Contractor shall not be responsible under this article for the correction of deficiencies caused by the Authority. These shall be no extension in time for performance; no increase in contract price for the correction of deficiencies that are the responsibility of the Contractor, his suppliers, and/or subcontractors.

3. **Deficiencies in accepted supplies or services:**

If the Contracting Officer determines that a deficiency exists in any of the supplies or services accepted by the Authority under this Contract, he shall promptly notify the Contractor of the deficiency, in writing, within 30 days. Upon timely notification of the existence of such a deficiency, or if the Contractor independently discovers a deficiency in accepted supplies or services, the Contractor shall promptly submit to the Contracting Officer his recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

4. **Correction of Deficiencies by Contractor:**

The Contractor shall promptly comply with any timely written direction by the Contracting Officer to correct or partially correct a deficiency, at no increase in the Contract price. The Contractor shall also prepare and furnish to the Authority data and reports applicable to any correction required under this article (including revision and updating of all other affected data called for under this Contract) at no increase in the Contract price.

5. **Deficiencies in supplies or services not yet accepted:**

If the Contractor becomes aware at any time before acceptance by the Authority (whether before or after tender to the Authority) that a deficiency exists in any supplies or services, he shall promptly correct the deficiency or, if he elects to invoke the procedures in paragraph c. above he shall promptly communicate information concerning the deficiency to the Contracting Officer, in writing, together with his detailed recommendation for corrective action.

6. **Extensions or Delays**

In no event shall the Authority be responsible for extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct deficiencies, nor shall there be any adjustment of delivery schedule or period of performance as a result of corrections of deficiencies, except as may be agreed to by the Authority in a supplemental agreement with adequate consideration.

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7. Contract Price

It is hereby specifically recognized and agreed by the parties hereto that this article shall not be construed as obligating the Authority to increase the Contract price of this Contract.

8. Failure to correct:

If the Contractor fails or refuses to promptly rectify the deficiency the Contracting Officer shall give the Contractor written notice specifying the failure or refusal and setting a period after receipt of the notice within which it must be cured. If the failure or refusal is not cured within the specified period, the Contracting Officer may, by contract or otherwise, as required:

- a. Obtain detailed recommendations for corrective action;
- b. Correct the supplies or services, or
- c. Replace the supplies or services; and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Authority is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of case and disposition, as well as for excess costs incurred or to be incurred; and
- d. Obtain applicable data and reports; and charge to the Contractor the cost occasioned the Authority thereby.
- e. Impose Liquidated Damages in accordance with the terms of this document.
- f. Terminate the contract. Termination of contract by RIPTA does not relieve the contractor of any liquidated damages imposed by the Authority.

Z. Assignment

1. The Contractor shall not transfer the rights and obligations of the Contract to third parties without the prior written approval of the Authority's Contracting Officer. After review of facts and circumstances without exception the assignment shall not be approved unless the surety, in writing, agrees to that assignment and accepts the assignee as the Contractor and principal on the payment and/or performance bonds.
2. If this Contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, any may thereafter by further assigned and reassigned to any institution. (Notice of such assignment shall be

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made to the Authority.) Any such assignment or reassignment shall cover all amounts payable under this Contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. It is the Authority's intent to recognize only bona fide lending institutions; therefore, assignment to any private corporation, business or individual, which does not qualify as such, is specifically prohibited.

3. Any attempt to transfer by assignment not authorized by this article shall constitute a breach of the Contract and the Authority may for such cause terminate the right of the Contractor to proceed as provided in the DEFAULT article of these General Provisions, and the Contractor and his sureties shall be liable to the Authority for any excess costs incurred by the Authority.

3. The Rhode Island Public Transit Authority may assign some or all of its rights to purchase the items specified in this contract to one or more third parties, provided, however, that any such assignment shall not relieve RIPTA of its obligations under this contract unless otherwise agreed to by Contractor in writing.

AA. Certificates of Current Cost or Pricing Data

The Contractor shall provide a Certificate of Current Cost or Pricing Data as required in Subpart 15.804 of the Federal Acquisition Regulations (48 CFR 15.804) in support of any negotiated contract expected to exceed \$100,000 any modification to a formally advertised or negotiated contract on which the aggregate of the increase and decrease in cost are expected to exceed \$100,000; the Contracting Officer at his discretion may request cost or pricing data for modifications on which cost are \$100,000 or less and an attendant certificate of current cost or pricing data.

BB. Cargo Preference- Use of United States Flag Vessels

Pursuant to Pub. L 664 (56 U.S.C. 1241 (b)):

"Cargo Preference-Use of United States-Flag Vessels

The Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30

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working days following the date of loading 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 paragraph (1) above to the Grantee (through the prime Contractor in the care of subcontractor bills-of lading) and to the Division of National Cargo, Officer of Market Development, Maritime Administration, Washington, D.C. 20230, marked with appropriate identification of the Project.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

CC. Buy America Act

The Contractor agrees to comply with 49 U.S.C. §5323(j), and its implementing regulations at 49 C.F.R. Part 661, any amendments thereto, and any implementing guidelines issued by FTA.

DD. Equal Opportunity

1. **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 CFR Parts 60 et seq., (which implements 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 polices that may in the future affect construction activities undertaken in the course of the Project. The contract 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.
2. **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.

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3. **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 CFR 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.

EE. Nondiscrimination under Federal Grants

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 Contract agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

FF. Rights in Data and Copyrights-FTA (June 1996)

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Example include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Project administration.

When the Federal Transit Administration (FTA) provides financial assistance for a planning, research, development, or a demonstration project, it is FTA's general intention to increase mass transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Contractor agrees that FTA may make available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this contract or a copy of the subject data as defined in subsection a. of this clause and shall be delivered as the Government may direct. Unless prohibited by

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state law, the Contractor agrees to indemnify, save, and hold harmless RIPTA and the Government, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify RIPTA and the Government for any such liability arising out of the wrongful acts of employees or agents of RIPTA and the Government.

GG. Davis-Bacon Act

40 USC &167; 276a -276a-5 (1998) 29 CFR § 5 (1999)

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work

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is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii. The classification is utilized in the area by the construction industry; and
 - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - iv. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- c. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the

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contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- f. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- g. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- h. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii. The classification is utilized in the area by the construction industry; and
 - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to

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the wage rates contained in the wage determination.

- j. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- k. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- l. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2. **Withholding**

The Rhode Island Public Transit Authority 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of

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1949 in the Rhode Island Public Transit Authority may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. i. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Rhode Island Public Transit Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime

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contractor is responsible for the submission of copies of payrolls by all subcontractors.

- ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- d. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment,

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advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

- a. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a

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State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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5. **Compliance with Copeland Act requirements**
The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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

7. **Contract termination: debarment**
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements**
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards**
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility**
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

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HH. Contract Work Hours and Safety Standards Act.
40 U.S.C. 327-333 (1995) 29C.F.R. 5 (1995) 29 C.F.R. 1926 (1995)

1. Overtime requirements

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

2. Violation; liability unpaid wages; liquidated damages

In the event of any violation of the clauses set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidation damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses 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 clauses set forth in paragraph (1) of this section.

3. Withholding for unpaid wages; liquidated damages

The Rhode Island Public Transit Authority 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 clauses set forth in paragraph (2) of this section.

4. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section. (Section 102 nonconstruction contracts should also have the following provision:)

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5. Payrolls and basic records

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the names, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Beacon Act), daily and weekly number of hours worked, deductions. Whenever the made and actual wages paid Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic included the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Beacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

6. Contract Work Hours and Safety Standards Act

The contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

7. Subcontracts

The Contractor also agrees to comply with subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project

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and the work involved may say to be construction activity. If goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

II. Seismic Safety Requirements

42 U.S.C. 7701 et seq. 49 CFR Part 41

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

JJ. Energy Conservation Requirements

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

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

KK. Clean Air

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

- 1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LL. Clean Water:

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

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

MM. 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.

NN. Fly America Requirements:

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

OO. National Intelligent Transportation Systems Architecture and Standards.

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued

PP. 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 Agreement (Form FTA MA (9) dated October, 2002) 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.

QQ. 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 4220.1D, dated April 15, 1996, are hereby

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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 RIPTA requests, which would cause RIPTA to be in violation of the FTA terms and conditions.

RR. Force Majeure

Neither Party shall be liable to the other Party for failure of or delay in performance of any obligation under this Agreement, directly or indirectly, owing to war, acts of terrorism, acts of God, embargoes, riots, strike and other events beyond its reasonable control, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. In the event that such failure or delay occurs, the affected Party shall notify the other Party of the occurrence thereof as soon as possible and the Parties shall discuss the best way to resolve the event of force majeure.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

SS. Governing Law

The Contract shall be interpreted under and its performance governed by the laws of the State of Rhode Island.”

TT. Indemnification

Bidders shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from all liability, and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract.

UU. Policy Concerning Federal and Stated False Claim Laws

As required by 42 U.S.C. §1396a(a)(68), the Rhode Island Public Transit Authority (“RIPTA”) publishes the following information to all employees, contractors and agents about federal and state False Claims laws and RIPTA’s policies to detect and prevent fraud, waste and abuse.

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1. **Prohibitions Against False Claims**
Federal False Claims Act

The federal False Claims Act, among other things, applies to the submission of claims for payment by Medicare, Medicaid and other federal and state programs. The False Claims Act is the federal government's primary civil remedy for improper or fraudulent claims. It applies to all federal programs, including welfare and health care benefits.

2. **Prohibitions of the Federal False Claims Act**

The False Claims Act prohibits, among other things:

- a knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval;
- b knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government;
- c conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- d knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

"Knowingly" means that a person, with respect to information: (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information, and no proof of specific intent to defraud is required.

3. **Enforcement**

The United States Attorney General may bring civil actions for violations of the False Claims Act. As with most other civil actions, the government must establish its case by presenting only a preponderance of the evidence rather than by meeting the higher burden of proof that applies in criminal cases.

The False Claims Act allows private individuals to bring "qui tam" actions for violations of the Act.

VV. American with Disabilities Act

All products, equipment or construction provided in accordance with this contract shall comply with the current version of the Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq. at the time of the solicitation.

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VI. REQUEST FOR APPROVED EQUAL FORM

**This form must be submitted electronically IN MICROSOFT WORD
FORMAT TO RIPTA CONTRACTS MANAGER**

**REQUEST FOR APPROVAL APPROVED EQUAL QUALIFICATION OR
CLARIFICATION**

Page: _____

Ref: IFB NO. 13-25

Project No. _____

To: Rhode Island Public Transit Authority

From: _____

Page & Reference: _____

Request Description

Use Additional Sheet If More Space Is Required

Accepted: _____

Rejected: _____

See Addendum # _____

Explanation: _____

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VII. REQUIRED BID SUBMISSIONS

The following items marked with an "X" must be submitted with Bid Response

Failure to submit forms may result in bid being deemed non-responsive

Required Company Information Form	<u> X </u>
Solicitation	<u> X </u>
Offer	<u> X </u>
Statement of Eligibility	<u> X </u>
Affidavit of Non-Collusion	<u> X </u>
Certification of Restrictions on Lobbying	<u> X </u>
Buy America Certificate FORM MUST BE SUBMITTED WITH BID, IF CHECKED, OR BID WILL BE CONSIDERED NON RESPONSIVE	<u> X </u>
Disadvantaged Business Enterprise	<u> X </u>
General Contract Compliance Certificate Agreement (EEO)	<u> X </u>
Certification of Primary Participant Debarment (This form must be signed by Legal Counsel)	<u> X </u>
Certification of a Subcontractor (Debarment) Each Subcontractor must fill in and sign. (This form must be signed by Legal Counsel)	<u> X </u>
Non-Resident Contractor (if applicable)	<u> X </u>
Davis Bacon Act Compliance	<u> X </u>
Drug & Alcohol Testing	<u> </u>
Bid Guarantee (Surety)	<u> X </u>

The following items marked with an "X" must be submitted AFTER AWARD of the Contract

Performance Bond	<u> X </u>
Certificate of Insurance- (as required in Section XX and the Specifications)	<u> X </u>

NOTE: ITEMS WITHOUT AN "X" AND THEIR RESPECTIVE TERMS AND CONDITIONS ARE NOT REQUIRED IN THIS BID

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Invitation for Bid Number 13-25

VIII. SOLICITATION FORM

COMPANY NAME _____

BID NO. OR PROJECT NO. 13-25

DESCRIPTION Ticket Vending Machines Delivery and Installation

A. BID REQUIREMENTS

Sealed Bids in original and Three copy(ies) will be received at the offices of the Rhode Island Public Transit Authority, Room 217, 705 Elmwood Avenue, Providence, Rhode Island 02907, at the Bid date and hour set forth on the Invitation for Bid or any time prior to the date and hour. Late proposals will not be accepted.

B. CONTRACT DOCUMENTS

By executing the offer form enclosed herewith, the Bidder agrees to provide all services set forth on the specifications attached hereto upon the terms and conditions set forth in paragraphs A, B, C and D.

C. PAYMENT SCHEDULE

Payment will not be made until receipt and installation of merchandise is accepted by the Transit Authority.

D. PLEASE COMPLETE THE PRICE INFORMATION WORKSHEETS FOUND IN THE SPECIFICATIONS

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Invitation for Bid Number 13-25

IX. OFFER FORM

Bidder understands that any condition other than stated in the specifications, clarification made to the above, or information submitted on or with this form, other than that requested, may render the bid non-responsive.

By execution below, Bidder hereby offers to furnish services in accordance with the contract documents that are a part of the specifications, and agrees to fully comply with the contract documents.

BID NO. 13-25

BIDDER _____

EMPLOYER IDENTIFICATION NO. _____

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TYPE OF BUSINESS ENTITY: (Please check one)

Sole Proprietor _____

Partnership _____

Corporation _____

BIDDER'S CONTRACTING OFFICER

Name (*Please Print*)

Authorized Signature

Title

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Invitation for Bid Number 13-25

X. STATEMENT OF ELIGIBILITY FORM

The _____ hereby certifies that he/she
(Name of Bidder)

is/is not (underscore one) included on the Comptroller General's Lists of Persons or Firms Currently Barred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Name of Firm

Address

City, State, Zip

Signature of Authorized Person

Date Authorized

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Invitation for Bid Number 13-25

XI. AFFIDAVIT OF NON-COLLUSION FORM

I hereby swear (or affirm) under penalty for perjury:

1. that I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is partnership), or an officer or employee of the Bidding corporation having authority to sign on its behalf (if the Bidder is a corporation).
2. that the attached Bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in Invitation for Bids, designed to limit independent Bidding or competition.
3. that the contents of the Bid has not been communicated by the Bidder or its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid, and will not be communicated to any such person prior to the official opening of the bid; and
4. that I have fully informed myself regarding the accuracy of the statement made on this affidavit.

Name

Address

City, State, Zip

Signature of Authorized Official

Date Authorized

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

Notary Public

My commission expires _____

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XII. CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

I, _____, hereby certify on
(Name/title of Bidder Authorized Official)

behalf of: _____ that:
(Name of Bidder)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a member of Congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

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

Executed this _____ day of _____, 20_____.

By _____
(Signature of Authorized Official)

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XIII. BUY AMERICA CERTIFICATION REQUIREMENT ! **FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

49 U.S.C. 5323 (j) and 49 CFR 661 provide that Federal funds may not obligated for mass transportation projects unless steel and manufactured products used in these projects are produced in the United States.

If steel or manufactured products are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Bidder.

Certificate of Compliance-The Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323 (j)(1) and applicable regulations on and 49 CFR 661.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

Certification of Non-Compliance-The Bidder hereby certifies that it cannot comply with the requirements 49 U.S.C. 5323 (j)(1).

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

FORM MUST BE SIGNED AND SUBMITTED WITH BID OR BID WILL BE CONSIDERED TO BE NON-RESPONSIVE.

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XIV. BUY AMERICA CERTIFICATION REQUIREMENT II **OF PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND** **ASSOCIATED EQUIPMENT**

49 U.S.C. 5323 (j) and 49 CFR 661 provides that no Federal funds be obligated for procurement of buses, other rolling stock and associated equipment unless the following conditions are met:

1. The cost of components which are produced in the United States is more than 60 per centum (60%) of the cost of all components of the vehicle or equipment described in this paragraph; and
2. Final assembly of the vehicle or equipment described in this paragraph has taken place in the United States.

If buses or other rolling stock (including train control, communication and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Bidder in accordance with the requirements.

Certificate of Compliance-The Bidder hereby certifies that it **will comply** with the requirements of the 49 U.S.C. 5323 (j)(2)(c) and 49 CFR 661.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

Certificate of non-Compliance-The Bidder hereby certifies that it **cannot comply** with the requirements of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

FORM MUST BE SIGNED AND SUBMITTED WITH BID OR BID WILL BE
CONSIDERED TO BE NON-RESPONSIVE.

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XV. BUY AMERICA PRE-AWARD AND POST-DELIVERY AUDITS:

A. Prior to Contract award,

The apparent successful offeror shall provide to the Authority's auditors the cost of the components and subcomponents to be used in the manufacturing of the rolling stock, their country of origin, the location of final assembly, the activities that will take place at the location and pertinent supporting documentation for the purpose of RIPTA performing the cited Pre-Award Audit of Buy-America requirements.

B. After delivery and acceptance of the vehicles,

The Contractor shall provide to the Authority's auditors the cost of the components and subcomponents used in the manufacture of the rolling stock, their country of origin, the location of final assembly, the activities that took place at the location and pertinent supporting documentation to enable RIPTA to perform the cited Post-Delivery Audit of Buy America Requirements.

C. Authority Review

The contractor shall facilitate the reviews by the Authority's auditors by providing the supporting documentation for the above information in a timely fashion.

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XVI. DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

Bidders are strongly encouraged to have Disadvantage Business Enterprise Participation, regardless of the DBE Goal in this Bid.

DBE Special Provisions

A firm's DBE Participation and/or demonstration of a "Good Faith Effort" will be considered when reviewing submittals for responsiveness.

A. Policy

1. It is the policy of Department of Transportation (DOT) that the DBE requirements in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to this agreement.
2. DBE Obligation – RIPTA or its contractor agrees to ensure that DBE's as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, RIPTA or its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. RIPTA and its contractors shall not discriminate on the basis of race, color, religion, national origin, age or sex in the award and performance of DOT assisted contracts.
3. Contractor Obligation – Contractors and Subcontractors failing to carry out the requirement set forth in 1 and 2 above, shall constitute a breach of contract and, after the notification to the Department (DOT), may result in termination of the agreement or contract by RIPTA or such remedy as RIPTA deems appropriate.

B. DBE Utilization

1. DBE Utilization

The Contractor agrees to provide for full and fair utilization of Disadvantaged Business Enterprises (DBEs) by complying with the requirements of this clause. Included in these requirements is the achievement of the stated goal for the utilization of DBEs in the performance of work under this contract. Nothing in this clause shall be construed to require the utilization of any DBE, which is either not qualified or unavailable.

2. Utilization Goal

For the purpose of this contract, the goal for utilization of DBEs shall be as follows: Not Applicable percent. DBE participation of the Contract Dollar Amount. **All DBEs submitted must be certified by the State of Rhode Island at the time of Bid Submittal A copy of DBE Certification Letter from the Rhode Island Office of Civil Rights for each DBE firm listed s must accompany the bid submittal.**

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C. Definitions:

The terms used in these special provisions shall be defined as follows:

2. Joint Venture

an association of two or more persons to carry out a single business enterprise for profit, for which purpose they combine their property, money, efforts, skills and knowledge.

3. Disadvantaged Business

means a small business concern in which is, at least, 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically, disadvantaged individuals who own it.

4. Small Business Concern

a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

5. Socially and Economically Disadvantaged Individuals

means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities of individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act, RIPTA shall make a rebuttal presumption the individuals in the following groups are socially and economically disadvantaged. RIPTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

- a. **Black Americans**, which includes persons having origins in any of the Black racial groups of Africa;
- b. **Hispanic Americans**, which includes persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese culture, regardless of race;
- c. **Native Americans**, which includes persons who are American Indian, Eskimo, Aleuts, or Native Hawaiians;
- d. **Asian-Pacific Americans**, which includes persons whose origins are Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and
- e. **Asian-Indian Americans**, which includes persons whose origins are from India, Pakistan, and Bangladesh.
- f. **Disadvantaged Business Enterprise (DBE) Liaison Officer** – the individual designated by the Authority to

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monitor compliance with these Special Provisions and to assist in their implementation.

- g. **Bidder** – any individual, partnership, joint venture, corporation or firm submitting a Bid for the contract.

6. **Recognition of DBE Commitment**

Each Bidder shall recognize RIPTA's commitment to insure that DBE's be afforded full opportunity to participate in contracts awarded by RIPTA and will not be discriminated against on the grounds of race, religion, color, national origin, handicap, age or sex.

7. **Submissions**

All Bidders shall submit the following information with the Bid by using the Schedule of DBE Participation (Attachment A);

1. The Name and address of each DBE firm that will participate in the contract;
2. A description of the work each named DBE firm will perform; and
3. The dollar amount of participation by each named DBE firm.

The Authority encourages firms located in the United States that are currently certified as DBEs by Federal, State and Local agencies to apply for certification in the State of Rhode Island.

If a minority business would like to be certified by the State of Rhode Island contact: Mr. Charles Newton, Department of Administration, 1 Capital Hill, Providence, Rhode Island, 02908, Telephone (401) 222-6253.

If the apparent successful competitor's submissions does not satisfy the goal, RIPTA shall determine whether the apparent successful competitor has made good faith efforts to obtain DBE participation in accordance with the guidelines stated in Paragraph F, Sub-paragraph 1, below.

Unsuccessful efforts in gaining DBE participation must be documented on the "DBE Unavailability Certification" attached hereto as Attachment D. Meeting the DBE contract goals or making good faith efforts to meet the goals is a condition of receiving a Federal Transit Administration assisted contract for which contract goals have been established by RIPTA. The legitimacy of each DBE or disadvantaged-majority joint venture shall be determined by RIPTA, based on the information submitted in the affidavits attached hereto as Attachments C and D. RIPTA will require all prime contractors to make good faith efforts to replace a DBE Subcontractor that is unable to perform successfully with another DBE. RIPTA shall approve all substitutions of Subcontractors **before** award of contract and

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during contract performance, in order that substitute firms are eligible DBE's.

8. Procedure Prior to Contract Award

a. Guidance Concerning Good Faith Efforts to Meet DBE Contract Goals.

RIPTA may decide that a competitor that has failed to meet DBE contract goals may receive the contract upon determining that the efforts the competitor made to obtain DBE participation were "good faith efforts" to meet the goal. RIPTA shall not consider efforts that are merely pro forma to be good faith efforts to meet the goals, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation sufficient to meet the goals. In order to award a contract to a competitor that has failed to meet DBE contract goals, RIPTA must determine that the competitor's efforts were those that, given all relevant circumstances, a competitor, actively and aggressively seeking to meet the goals would make.

Following is a list of the kinds of efforts RIPTA may consider. The list is not exclusive or exhaustive and in appropriate cases RIPTA shall consider other relevant factors or types of efforts. RIPTA shall consider not only the different kinds of efforts the contractor has made, but also the quantity and intensity of those efforts. All information must be in writing and copies of all ads, written notices, follow-up letters and/or all other correspondence must be presented whenever a waiver is asked for.

RIPTA will consider the following efforts:

- i. whether the contractor attended any pre-solicitation or pre-Bid meetings that were scheduled by RIPTA to inform DBEs of contracting opportunities;
- ii. whether the contractor advertised in general circulation, trade association, and disadvantaged focus media concerning the Subcontracting opportunities;
- iii. whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited in sufficient time to allow the DBEs to participate effectively;
- iv. whether the contractor followed up initial solicitation of interest by contracting DBEs to determine with certainty whether the DBEs were interested;

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- v. whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation;
- vi. whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- vii. whether the contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- viii. whether the contractor made efforts to assist interested DBEs in obtaining bonding lines of credit, or insurance required by RIPTA or contractor; and
- ix. whether the contractor effectively used the services of available disadvantaged community organizations, disadvantaged contractor's groups, Local, State and Federal disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and place of DBEs.

9. **Bid, Execution and Compliance with Subcontracts**

Prior to the execution of a contract between RIPTA and the successful Bidder, the Bidder shall present, for RIPTA's approval, DBE Subcontracts corresponding in all respects to the proposed agreements. Upon approval by RIPTA, the successful Bidder shall enter into each such approved DBE Subcontract and shall thereafter neither terminate such DBE nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE and the disadvantaged non-disadvantaged joint venture thereunder without in each instance the prior written approval of RIPTA.

10. **Substitution of Subcontractors**

RIPTA shall review for its approval all substitutions of Subcontractors in order to determine if the percentage goal will be decreased by substitution of a disadvantaged contract/supplier with a non-disadvantaged contractor/supplier.

Where RIPTA has approved termination of a Subcontract held by an DBE or disadvantaged non-disadvantaged joint venture, the successful Bidder shall make every reasonable effort to propose and enter into an alternative Subcontract or Subcontracts for the same work to be performed by another qualified DBE for a contract price or prices totaling not less than the contract price of

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the terminated Subcontract. Satisfactory evidence of reasonable efforts shall be timely furnished to RIPTA.

11. Program Compliance

At all times, discrimination on the basis of race, color, religion, national origin, handicap, age or sex will not be tolerated. RIPTA will monitor the schedule for participation by disadvantaged contractors in an effort to isolate those prime contractors who do not adhere to the non-discriminatory policies of RIPTA. If such contractor fails to respond to counseling with respect to the disposition of Subcontracts pertaining to RIPTA funds, RIPTA reserves the right to terminate the contract and to consider future Bids of such contractor to be non-responsive in the absence of written assurance from it of the full opportunity for DBEs to participate in its awards of Subcontracts, together with the follow-up to verify such participation.

12. Maintenance of Records

All records relating to the contract shall be maintained by the contractor for a period of three (3) years after project completion.

13. Contract Assurance

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

14. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Rhode Island Public Transit Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above reference time frame may occur only for good cause following written approval of the Rhode Island Public Transit Authority. This clause applies to both DBE and non-DBE subcontractors.

15. Monitoring Payments to DBEs

RIPTA requires that prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records shall be made available for inspection upon request by any

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authorized representative of RIPTA or United States Department of Transportation. This requirement also extends to any DBE Subcontractor. Reports of payments to DBE Subcontractors shall be provided to the RIPTA DBE Liaison Officer on a monthly basis. Failure to submit these reports on a timely basis may result in delay of payments.

XVII. DISADVANTAGED BUSINESS ENTERPRISE REQUIRED FORMS

Attachment A: Schedule of DBE Participation

Submitted if DBE firm or firms will be participating in the Bid.

Attachment B: DBE Application Agreement

Submitted if DBE firm or firms will be participating in the Bid.

Attachment C: Letter of Intent to Perform as a Subcontractor

Submitted if DBE firm or firms will be participating in the Bid.

Attachment D: DBE Unavailability Summary Sheet

Submitted if DBE firm or firms you have contacted cannot participate.

This form is used to document good faith effort. This form only needs to be completed when there is a DBE Participation Goal.

Attachment E: Narrative Explanation for Lack of DBE Participation

Submitted by the Prime Contractor to explain lack of DBE participation.

Attachment F: Documentation of DBE/WBE Utilization

To be filled in by the DBE firm and the prime contractor once the DBE Subcontractor has been paid.

Please Note: Final payment to the Prime Contractor will be held until this form or forms are received for each DBE Subcontractor.

DBE FIRMS BIDDING AS A PRIME CONTRACTOR: the following forms must be filled in, signed and submitted with the Bid:

Attachment A, Attachment B

Please state, on these forms, that you are bidding as a prime contractor.

CERTIFICATION LETTER OR NOTIFICATION MUST BE INCLUDED FOR EACH DBE FROM THE STATE OF RHODE ISLAND

Please record by letter (using the list below) under the DBE Category Column found on Attachment A: Schedule of DBE Participation Form on the following page

- a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- b. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese or origin, regardless of race;
- c. "Native Americans", which include persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
- d. "Asia-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- f. any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act.

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SCHEDULE OF DBE PARTICIPATION

A. Attachment A

Company Name: _____

Project Number: 13-25 Project: Ticket Vending Machines Delivery and Installation

*Please provide copy of DBE Certification Letter for each DBE firm listed from the Rhode Island Office of Civil Rights. **DBE Vendors must be certified in the State of Rhode Island at the time of bid submittal to be considered.**

DBE Firm Name	DBE Firm Address	DBE Category	Phone Number/Email	Contact Name	Work to be Performed	Estimated Value Dollars	Estimated Value Percent of Bid

The undersigned will enter into a formal agreement with Disadvantaged Business Enterprise firms for work listed in this schedule conditioned upon execution of a contract with the Rhode Island Public Transit Authority.

Authorized Signature of Bidder Official

*Use additional forms as needed.

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LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

C. Attachment C

To: _____
(Name of Prime or General Bidder)

The undersigned intends to perform work in connection with the above project as (check one):

___ an individual

___ a corporation

___ a partnership

___ a joint venture

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed).

for the following compensation: _____

(Name of DBE Contractor)

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DBE GOOD FAITH EFFORT SUMMARY SHEET

D. Attachment D.

RIPTA requires a listing of DBE firms contacted; but not able to perform work. Use additional pages as needed. The DBE Goal for this project is Not Applicable percent.

Project Name: **Ticket Vending Machines Delivery and Installation**

Project

DBE Firm Name	DBE Firm Address	DBE Category	Phone Number Email Address	Contact Name	Reason Unable to Perform Work

Number: 13-25

Form completed by: _____

Date: _____

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DOCUMENTATION OF DBE UTILIZATION

F. Attachment F

RIPTA Contract Number: 13-25

Prime Contractor: _____

DBE Name: _____

Starting Date: _____ Completion Date: _____

This is to verify the following:

- I was the approved DBE on the above contract.
- I performed the items of work Subcontracted.
- I actually received \$ _____ for my work.

(Signature & Title of DBE)

(Date)

(Signature & Title of Prime Contractor)

(Date)

This form is to be filled in by the DBE firm and the prime contractor once the DBE Subcontractor has been paid.

Please Note: Final payment to the Prime Contractor will be held until this form or forms are received for each DBE Subcontractor.

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XVIII. PERFORMANCE BOND INFORMATION

The selected Bidder shall furnish, within twenty (20) calendar days (if required) after the date of notice of award of contract by RIPTA, a Performance Bond in the amount of 100% of the Bid amount covering the faithful performance of the contract.

The Performance Bond is to be secured through an insurance company or companies which is licensed in the State of Rhode Island or which is approved by the Authority.

The Bond will remain in effect throughout the contract period as specified.

XIX. BID GUARANTEE (SURETY)

A Bid Guarantee (if required) shall be submitted with the bid response. This guarantee shall be equivalent to five (5) percent of the bid price. The "bid guaranty shall consist of a firm commitment such a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon will, upon acceptance of its bid, execute such contractual documents as may be required within twenty (20) calendar days after the date of notice of award of contract by RIPTA.

The Bid Bond is to be secured through an insurance company or companies which is licensed in the State of Rhode Island or which is approved by the Authority.

XX. REQUIRED INSURANCE

The bidder will be required to secure and maintain the following insurance coverages:

1. Commercial comprehensive general liability insurance, with limits of \$3,000,000.00 per accident and \$5,000,000.00 aggregate.
2. Workers' Compensation Coverage in accordance with RI Statutory requirements.
3. The Rhode Island Public Transit Authority shall be named as additional insured under said policies.
4. Automotive Liability Insurance
\$1,000,000.00 per accident and \$3,000,000.00 aggregate: bodily injury.
\$1,000,000.00 property damage

Bidder shall provide to RIPTA Contracts Manager a Certificate of Insurance upon award of contract. This Certificate shall be kept in effect at all times. Current copies shall be provided to the Contracts Manager

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XXI. GENERAL CONTRACT COMPLIANCE CERTIFICATE AND AGREEMENT

RHODE ISLAND STATE EQUAL OPPORTUNITY OFFICE

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirements of Federal Executive order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in, each order submitted to you for supplies or services exceeding \$10,000. Failure to comply will be considered a substantial breach of the contract.

A. Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has collective bargaining agreement or other contract or understanding a notice, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Federal Executive Order No. 11246, as amended, Rhode Island Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
4. The Contractor will comply with all provisions of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.

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- 5 The Contractor will furnish all information and reports required by Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 and other regulations as issued by the State of Rhode Island, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the State Equal Opportunity Office and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or part, and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 , and other regulations as issued by the State of Rhode, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended, Rhode Island Transit Authority, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law, or the State of Rhode Island and Providence Plantations.

- 7 The Contractor will include the provisions of paragraphs (1) through (7) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract of purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States and the State of Rhode Island to enter into such litigation to protect the interest of the United States and the State of Rhode Island.

B. Age Discrimination

Pursuant to Federal Executive Order No. 11246, as amended, the Contractor will not, in connection with the employment, advancement or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan or statutory requirement, nor will the Contractor specify, in solicitations or advertisements for employees, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

C. Employment of the Handicapped

1. Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such at the following

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employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of selection for training, including apprenticeship.

2. Contractor agrees that if a handicapped individual files a complaint with him/her that he/she is not complying with the requirements of the Rehabilitation Act of 1973, he/she will (1) investigate the complaint and take appropriate action consistent with requirements of 41 CFR Part 60-741.29 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.
3. Contractor agrees that if a handicapped individual files a complaint with the Department of Labor that he/she has not complied with the requirements of the act, (1) he/she will cooperate with the Department in its investigation of the complaint, and (2) he/she will provide all pertinent information regarding his/her employment practices with respect to the handicapped.
4. Contractor agrees to comply with the rules and regulations of Section 503 of the Rehabilitation Act of 1973 as interpreted in 41 CFR Part 60-741.29.
5. in the event of Contractor's noncompliance with the requirements of this clause contract may be terminated or suspended in whole or in part.
6. This clause shall be included in all Subcontracts. In the event that this contract exceeds \$10,000 but is less than \$500,000 and provides for performance in 90 days or more, Contractor further agrees as follows:
7. Contractor agrees (1) to establish an affirmative action program, appropriate procedures consistent with the guidelines and the rules of the Secretary of Labor, will provide the affirmative action regarding employment and advancement of the handicapped required by P.L. 93-516, (2) to publish the program in the employees or personnel handbook or otherwise distribute a copy to all personnel, (3) to review the program each year and to make such changes as may be appropriate, and (4) to designate one of the principal officials to be responsible for the establishment and operation of the program.
8. Contractor agrees to permit the examination by appropriate contracting agency officials or the Assistant Secretary for Employment Standards or the designee, of pertinent books, documents, papers and records concerning employment and advancement of the handicapped.
9. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Assistant Secretary for Employment Standards, provided by the contracting officer, stating Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights and remedies available.
10. Contractor will notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that he/she is bound by the terms of Section 503 of the Rehabilitation Act, and is committed to take affirmative action to employ and advance in employment, physically and mentally handicapped individuals.

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In the event this contract exceeds \$100,000 and provides for performance in 90 days or more, Contractor further agrees as follows:

11. Contractor agrees to submit a copy of his/her affirmative action program to the State Equal Opportunity Office within 30 days after the award of a contract or Subcontract.

12. Contractor agrees to submit a summary report to the State of Rhode Island and Providence Plantations Equal Opportunity Office by March 31 of each year during performance of the contract and by March 31 of the year following completion of the contract, in the form prescribed by State Equal Opportunity Office covering employment and complaint experience accommodations made and all steps taken to effectuate and carry out the commitments set forth in the affirmative action program.

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XXII. CERTIFICATE OF NON-SEGREGATED FACILITIES

Contractor certifies that he/she does not maintain or provide for his/her Employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any such location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "Segregated Facilities" means any waiting room, work areas, rest rooms, and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods), he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will forward the following notice to proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

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XXIII. NOTICE OF PROSPECTIVE SUBCONTRACTORS **OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certificate of Nonsegregated Facilities must be submitted prior to the award of a Subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each Subcontract or for all Subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 USA 1001.

A. Affirmative Action Compliance Program

Contractor agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by Section 60-1.40 of Title 41 of the Code of Federal Regulations.

B. Employer's Information Report (EE)-1) Form 100

Contractor agrees to file in duplicate, Standard Form 100, entitled, "**Equal Employment Opportunity Employer Information Report EEO-1**" as required by Section 60-1.7 of Title 41 of the Code of Federal Regulations.

Send original copy to Federal authorities, duplicate copy to the State Equal Opportunity Office, 1 Capitol Hill, Providence, Rhode Island 02908-5865.

C. Notice to All Vendors

If it should be determined by the State Equal Opportunity Office that any company doing business with the State is guilty of non-compliance with the provisions of this document, said company will be given two (2) written warnings. If the said company does not comply immediately after the second written notice, then the State Equal Opportunity Office will notify the Rhode Island Public Transit Authority, who shall have the authority to have the contract **revoked** and all contractual obligations of the State dealing with the contract in question will be **null and void**.

D. Post Award Conference

Post Award Conference for the Implementation of Affirmative Action prior to Signing of Contract.

E. Signature Required

Failure to provide a signature prior to Award to successful Bidder shall be cause for Rejection of Bid.

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XXIV. GENERAL CONTRACT COMPLIANCE CERTIFICATE
& AGREEMENT FORM

(Equal Employment Opportunity)

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Indicate Job Location Address: _____

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XXVI. DEBARMENT CERTIFICATION

**CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS
AND COOPERATIVE AGREEMENTS
REGARDING DEBARMENT AND SUSPENSIONS**

The purpose of the attached certifications is to exclude entities and individuals that the Federal Government has either debarred or suspended from obtaining Federal assistance funds through grants, cooperative agreements or third party contracts.

To assure that such entities and individuals are not involved in projects financed with Federal Transit Administration (FTA) assistance, FTA requires its applicants to complete the certificates.

The primary participant must sign the "**Certification of Primary Participant**" and, if there is a Subcontractor, they must sign **the "Certification of a Subcontractor"**; (if there is more than one Subcontractor, they must all sign one of these forms).

XXVII. CERTIFICATION OF A SUBCONTRACTOR FORM

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Project Ticket Vending Machines Delivery and Installation

The potential Subcontractor, _____
Certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

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

Signature/Title of Authorized Official

Print Signature

Date

The undersigned chief legal counsel for the _____
hereby certifies that _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Print Signature

Date

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XXVIII. NON-RESIDENT CONTRACTOR INFORMATION

From: Department of Administration
Division of Taxation
289 Promenade Street
Providence, RI 02908

Notice: "To All Persons Engaging Non-Resident Contractors"

Regulation Re: Contractors and Subcontractors - "Regulation C"

Article III, Non-Resident Contractors

Any individual, partnership, joint venture, corporation, state, municipal government or exempt organization awarding a construction contract in Rhode Island to a non-resident contractor (as hereinafter defined) is required, pursuant to Section 44-1-6 of the General Laws, as last amended, to withhold 3% of the contract price to secure payment of any sales and use tax or income tax withheld, or both, that may be due to the State of Rhode Island in carrying out the contract.

Upon completion of the contract, the non-resident contractor is required to notify the Tax Administration shall, within 30 days after receipt of the request, audit the records and provide by certified mail to the person holding the funds and to the non-resident contractor, either a certificate of no tax due or a notice of taxes due.

The person holding the funds is required to pay to the Tax Administrator the amount set forth in the notice of taxed due, including interest and penalties, but not in excess of 3% of the contract price. Monies withheld in excess of taxes due the Tax Administrator may be paid to the non-resident contractor.

If the Tax Administrator does not furnish a certificate of no tax due or a notice of taxes due within 30 days after receipt of the request for the making of the audit, the person holding the funds may remit the full amount due to the non-resident contractor. The Tax Administrator shall not have any claim against such funds in the hand of the person holding the funds.

DEFINITION OF NON-RESIDENT CONTRACTOR

"A non-resident contractor is one who does not maintain a regular place of business in this state. A regular place of business shall be deemed to mean and include any bona fide office (other than a statutory office), factory, warehouse or other space in this state at which the taxpayer is doing business in its own name in a regular and systematic manner and which is continuously maintained, occupied and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business".

In order to effectively implement this legislative change which became effective on passage, non-resident contractors shall forward such notice of completion by certified or registered mail (in duplicate) to the Division of Taxation.

R. Gary Clark, Tax Administrator

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XXIX. DRUG & ALCOHOL TESTING PROGRAM

In accordance with the Federal Transit Administration Rules 49 CFR 40, 653, and 654, pertaining to prohibited drug use and Contract Service Providers who perform safety-sensitive functions as follows:

- Operation of Revenue Service Vehicles In and Out of Service.
- Dispatch or Control Movement of Revenue Service Vehicles.
- Maintain, Repair and Inspect Revenue Service Vehicle.

The standards they must meet are:

1. Provide each employee performing a RIPTA safety-sensitive function a copy of RIPTA's Prohibited Drug Use and Alcohol Misuse Policy and Procedures. Each Employee must sign and return to RIPTA "Confirmation of Receipt" form.
2. Provide RIPTA with documentation that all employees, both full and part-time, participate in a prohibited drug use testing program in compliance with 49 CFR 653 and an alcohol misuse testing program in compliance with 49 CFR 654. Documentation must be provided which insures that all testing is performed in compliance with 49 CFR 40.
3. Provide to RIPTA's, by February 1st, following each calendar year, annual Management Information Systems (MIS) reports for submission to the FTA. The MIS form used must be that which is contained in 49 CFR 653 and 654.
4. Identify a contact person responsible for handling all 49 CFR 40, 653 and 654 regulation compliance.

XXX. DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT

CONTRACT SERVICE PROVIDER ACKNOWLEDGEMENT AND CONFIRMATION OF RECEIPT

Employee Name: _____

Company Name: _____

I have received a copy of Rhode Island Public Transit Authority's Prohibited Drug Use and Alcohol Misuse Policy and Procedures.

Employee
Signature: _____

Date: _____

Return To: Drug and Alcohol Test Coordinator
Department of Human Resources
Rhode Island Public Transit Authority
Room 217
705 Elmwood Avenue
Providence, Rhode Island 02907

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ARRA SUPPLEMENTAL TERMS AND CONDITIONS

This Project Funded by



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ARRA SUPPLEMENTAL TERMS AND CONDITIONS

XXXI. ARRA SUPPLEMENT TERMS AND CONDITIONS

These supplemental terms and conditions apply for all contracts and subawards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Public Law No 11105

A. Definitions

1. "ARRA" or "Recovery Act" means the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat.115.
2. "ARRA Funds" means any funds that are expended or obligated from appropriations made under ARRA.
3. "ARRA Requirements" means these Supplemental Terms and Conditions, as well as any terms and conditions required by: ARRA; federal law, regulation, policy or guidance; the federal Office of Management and Budget (OMB); the awarding federal agency; or, the Rhode Island Office of Economic Recovery and Reinvestment (OERR).
4. "Authority" means the Rhode Island Public Transit Authority.
5. "Contract" means the contract to which these Supplemental Terms and Conditions are attached, and includes an agreement made pursuant to a grant or loan subaward to a Sub-Recipient.
6. "Contractor" means the party or parties to the Contract other than the Prime Recipient and includes a subgrantee or a borrower. For the purposes of ARRA reporting, Contractor is either a Sub-Recipient or a Recipient Vendor under this Contract.
7. "Prime Recipient" means a non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out a Federal program.
8. "Recipient Vendor" means a Vendor that receives ARRA Funds from a Prime Recipient.
9. "Subcontractor" means any entity engaged by Contractor to provide goods or perform services in connection with this contract.
10. "Sub-Recipient Vendor" means a Vendor that receives ARRA Funds from a Sub-Recipient.
11. "Sub-Recipient" means a non-Federal entity receiving ARRA Funds through a Prime Recipient to carry out an ARRA funded program or project, but does not include an individual that is a beneficiary of such a program. The term " Sub-Recipient" is intended to be consistent with the definition in OMB Circular A-133 and section 2.2 of the June 22, 2009 OMB Reporting Guidance.¹ A Sub-Recipient is sometimes referred to as a subgrantee.
12. "Supplemental Terms and Conditions" means these Supplemental Terms And Conditions For Contracts And Subawards Funded In Whole Or In Part By The American Reinvestment Recovery Act Of 2009, Pub. L. No. 111-5, as may be subsequently revised pursuant to ongoing guidance from the relevant federal or Authority authorities.

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13. "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the project or program funded by ARRA. The term "Vendor" is intended to be consistent with the definition in OMB Circular A-133 and section 2.2 of the June 22, 2009 OMB Reporting Guidance.

B. General

1. To the extent this Contract involves the use of ARRA Funds, Contractor shall comply with both the ARRA Requirements and these Supplemental Terms and Conditions, except where such compliance is exempted or prohibited by law.
2. The Contractor acknowledges these Supplemental Terms and Conditions may require changes due to future revisions of or additions to the ARRA Requirements, and agrees that any revisions of or additions to the ARRA Requirements shall automatically become a part of the Supplemental Terms and Conditions without the necessity of either party executing or issuing any further instrument and shall become a part of Contractor's obligations under the Contract.. The Authority may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

C. Conflicting Terms

Contractor agrees that, to the extent that any term or condition herein conflicts with one or more ARRA Requirements, the ARRA Requirements shall control.

D. Enforceability

Contractor agrees that if it or one of its subcontractors or sub-recipients fails to comply with all applicable federal and Authority requirements governing the use of ARRA funds, including any one of the terms and conditions specified herein, the Authority may withhold or suspend, in whole or in part, funds awarded under the program, recover misspent funds, or both. This provision is in addition to all other civil and criminal remedies available to the Authority under applicable Authority and federal laws and regulations. Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009, M-09-21 (June 22, 2009), available at http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf.

E. Applicability to Subcontracts and Subawards

Contractor agrees that it shall include the Supplemental Terms and Conditions set forth herein, including this provision, in all subcontracts or subawards made in connection with projects funded in whole or in part by ARRA, and also agrees that it will not include provisions in any such subcontracts or subawards that conflict with either ARRA or the terms and conditions herein.

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F. Availability of Funding

Contractor understands that federal funds made available by ARRA are temporary in nature and agrees that the Authority is under no obligation to provide additional Authority-financed appropriations once the temporary federal funds are expended.

G. Inspection and Audit of Records

Contractor agrees that it shall permit the Authority and its representatives, the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to:

1. Examine, inspect, copy, review or audit any records relevant to, and/or involve transactions relating to, this agreement, including documents and electronically stored information in its or any of its subcontractors' or sub-recipients' possession, custody or control unless subject to a valid claim of privilege or otherwise legally protected from disclosure; and
2. Interview any officer or employee of the Contractor regarding the activities and programs funded by ARRA.

H. Registration Requirements

1. **DUNS Number Registration.** Contractor agrees: (i) if it does not have a Dun and Bradstreet Data Universal Numbering System (DUNS) Number, to register for a DUNS Number within 10 business days of receiving this Contract; (ii) to provide the Authority with its DUNS number prior to accepting funds under this agreement; and (iii) to inform the Authority of any material changes concerning its DUNS number.
2. **Central Contractor Registration.** To the extent that Contractor is a Sub-Recipient, it agrees: (i) to maintain a current registration in the Central Contractor Registration (CCR) at all times this agreement is in force, (ii) to provide the Authority with documentation sufficient to demonstrate that it has a current CCR registration, and (iii) to inform the Authority of any material changes concerning this registration.
3. **FederalReporting.gov Registration.** To the extent that Contractor is a Sub-Recipient, it agrees: (i) to register on FederalReporting.gov within 10 business days of receiving this subaward; (ii) to maintain a current registration on FederalReporting.gov at all times this agreement is in force; (iii) to provide the Authority with documentation sufficient to demonstrate that it has a current registration on FederalReporting.gov, and (iv) to inform the Authority of any material changes concerning this registration.

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I. Reporting Requirements under § 1512 of ARRA

1. Contractor agrees to provide the Authority with data sufficient to fulfill the Authority's ARRA reporting requirements within the timeframes established by Authority or federal law, regulation or policy, including but not limited to section 1512 reporting requirements.
2. To the extent that Contractor is a Sub-Recipient with a Subaward having a total value of greater than \$25,000, it agrees to report directly to the Federal government the information described in section 1512(c) of ARRA using the reporting instructions and data elements available online at FederalReporting.gov, and ensure that any information that is prefilled is corrected or updated as needed. Information from these reports will be made available to the public.
3. To the extent that Contractor is a Sub-Recipient with a Subaward having a total value of greater than \$25,000, it accepts delegation of reporting responsibility of FFATA data elements required under section 1512 of ARRA for payments from the Authority. Sub-Recipient shall utilize the federal government's online reporting solution at www.FederalReporting.gov. Reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by ARRA.
4. To the extent that Contractor is a Sub-Recipient with a Subaward having an initial total value of less than \$25,000, but is subsequently modified to exceed \$25,000, Contractor agrees that subsections (b) and (c) above apply after the modification.

J. Buy American Requirements under § 1605 of ARRA

1. Contractor agrees that, in accordance with section 1605 of ARRA, it will not use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. In addition to the foregoing Contractor agrees to abide by all regulations issued pursuant to section 1605 of ARRA.
2. Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in section 1605 of ARRA and federal regulations issued pursuant thereto.

K. Wage Rate Requirements under § 1606 of ARRA

1. Contractor agrees that it will comply with the wage rate requirements contained in section 1606 of ARRA, which requires that, notwithstanding any other provision of law, all laborers and

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mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United Authoritys Code. The Secretary of Labor's determination regarding the prevailing wages applicable in Rhode Island is available at <http://www.gpo.gov/davisbacon/ri.html>.

2. Contractor agrees that it will comply with all federal regulations issued pursuant to section 1606 of ARRA, and that it will require any subcontractors or sub-recipients to comply with the above provision.

L. Required Jobs Data Reporting under § 1512(c)(3)(D) of ARRA

1. Contractor agrees, in accordance with section 1512(c)(3)(D) of ARRA and section 5 of the June 22, 2009 OMB Reporting Guidance (entitled "Reporting on Jobs Creation Estimates and by Recipients"), to provide an estimate of the number of jobs created and the number of jobs retained by ARRA-funded projects and activities. In order to perform the calculation, the Contractor will provide the data elements listed in sub-section (2) below.
2. Contractor agrees that, no later than two business days after the end of each calendar quarter, it will provide to the Authority the following data elements using a form specified by the Authority:
 - a. The total number of ARRA-funded hours worked on this award.
 - b. The number of hours in a full-time schedule for a quarter.
 - c. A narrative description of the employment impact of the ARRA funded work. This narrative is cumulative for each calendar quarter and at a minimum, shall address the impact on the Contractor's workforce and the impact on the workforces of its subcontractors or sub-recipients.
3. Contractor agrees that, in the event that the federal government permits direct reporting of section 1512(c)(3)(D) jobs data by sub-recipients or vendors, it will directly report jobs data to the federal government, consistent with any applicable federal law, regulations and guidance.

M. Segregation of Funds

1. Contractor agrees that it shall segregate obligations and expenditures of ARRA funds from other funding it receives from the Authority and other sources, including other Federal awards or grants.

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2. Contractor agrees that no part of funds made available under ARRA may be commingled with any other funds or used for a purpose other than that of making payments in support of projects and activities expressly authorized by ARRA.

N. Disclosure pursuant to the False Claims Act

Contractor agrees that it shall promptly refer to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

O. Disclosure of Fraud, Waste and Mismanagement to Authority Authorities

Contractor shall also refer promptly to the Rhode Island Public Transit Authority Department of Purchases, any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has committed a criminal or civil violation of Authority or Federal laws and regulations in connection with funds appropriated under ARRA.

P. Prohibited Uses of ARRA Funds

1. Contractor agrees that neither it nor any subcontractors or sub-recipients will use the funds made available under this agreement for any casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools, or similar projects.
2. Contractor agrees that neither it nor any subcontractors or sub-recipients will use the funds made available under this agreement in a manner inconsistent with any certification made by the Governor or any other Authority official pursuant to the certification requirements of ARRA, which are published online at <http://www.recovery.ri.gov/certification/>.

Q. Whistleblower Protection under §1553 of ARRA

1. Contractor agrees that it shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that he or she reasonably believes is evidence of (1) gross mismanagement of an agency contract or grant relating to covered funds; (2) a gross waste of covered funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds; (4) an abuse of authority related to the implementation or use of covered funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

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2. Contractor agrees to post notice of the rights and remedies available to employees under section 1553 of ARRA.

Please note that the Authority will strictly enforce compliance with all ARRA Requirements and these Supplemental Terms and Conditions. Accordingly, all Contractors should familiarize themselves with these Supplemental Terms and Conditions as well as all ARRA Requirements as they relate to this Contract.

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XXXII. MANDATORY MONTHLY REPORTING REQUIREMENTS

A. Introduction

This project is funded under the American Recovery and Reinvestment Act of 2009 (ARRA). Therefore, the successful bidder contractor/ consultant/ vendor, hereafter referred to as the Contractor, is required to report to RIPTA specific information about the jobs created and/or maintained during the project.

The Contractor shall submit a monthly report of the below information to RIPTA for each calendar month from the date of the Notice to Proceed until completion/termination of the contract. The Contractor is responsible for maintaining data to support its report and make it available to RIPTA upon request. The Contractor will report any additional information required by RIPTA under ARRA upon request.

The month of report is the immediately preceding calendar month. **The Contractor shall report the below information to RIPTA within five (5) business days after the end of the month of report.** The Contractor will not be paid until the below information is reported to RIPTA in a timely manner.

The Contractor will report the below information **directly** to the following RIPTA representative:

William Rush, Director of Finance
Rhode Island Public Transit Authority
Room 207
705 Elmwood Avenue
Providence, Rhode Island 02907
401-784-9500 ext 222 (phone)
401-784-9533 (fax)
wrush@ripta.com (email)

The Contractor shall report the below information for its own workforce as well as the workforce of all its subcontractors that worked on the project during the month of report.

B. Jobs Defined

Jobs includes:

- The Contractor's own project labor, including permanent, temporary, and contract project staff working on the job site.
- Employees who work off the job site, in the project office, in the home office, from a home (teleworker), or other office location directly in support of project/contract.

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- Direct labor associated with the project such as design, construction, and inspection performed by but not limited to consultants, surveyors, engineers, inspectors, sampling and testing technicians, and lab technicians working for the Contractor directly in support of project.

Jobs does not include:

- General overhead personnel and work hours.
- Suppliers and manufacturers of materials such as steel, culverts, guardrails, and tools and vehicles.
- Estimated indirect labor, such as material testing, material production or estimated macro-economic impacts.

C. Report Format

The Contractor may use the following *ARRA CONTRACTOR MONTHLY REPORT FORM* as model for submitting the below information to RIPTA. The use of the model form is optional and at the discretion of the Contractor.

XXXIII. REQUIRED REPORT INFORMATION

The Contractor shall report information on the direct, on-the-project jobs for its workforce and the workforce of its subcontractors working on the project during the month of report.

The Contractor's report must include the following fourteen (14) items of information:

1. RIPTA Purchase Order Number.
2. Month and Year of Report.
3. Name of Contractor.
4. Contractor's DUNS Number.
(a DUNS Number can be acquired online at http://www.dnb.com/US/duns_update/)
5. The number of employees of the Contractor working directly on the project during the month of report. Do not include general overhead personnel. Do not include materials suppliers and manufacturers.
6. The total number hours worked (not paid) for the employees of the Contractor working directly on the project during the month of report. Do not report overtime hours any differently than other hours of work. One hour of overtime is counted as one hour of work.
7. The total dollar amount of wages earned (not paid to) by the employees of the Contractor working directly on the project during the month of report. Include only wages (base plus overtime pay) and do not include overhead (vacation pay, holiday pay, benefits, etc.) or indirect costs.
8. The name of each and every subcontractor the Contractor working directly on the project during the month of report.
9. The number of employees of each and every subcontractor to the Contractor working directly on the project during the month of report.

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- Do not include general overhead personnel. Do not include materials suppliers and manufacturers.
10. The total number of hours worked (not paid) by the employees of the subcontractor to the Contractor working directly on the project during the month of report. Do not report overtime hours any differently than other hours of work. One hour of overtime is counted as one hour of work.
 11. The total dollar amount of wages earned (not paid to) by the employees of the subcontractor to the Contractor working directly on the project during the month of report. Include only wages (base plus overtime pay) and do not include overhead (vacation pay, holiday pay, benefits, etc.) or indirect costs.
 12. Name of the person responsible for preparation of the report for the Contractor.
 13. Signature of the person responsible for preparation of the report for the Contractor. By signing the report, the person certifies that he/she is knowledgeable of the hours worked and employment status for all the employees.
 14. The date that the Contractor completed and signed the report.

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ARRA CONTRACTOR MONTHLY REPORT FORM

(Refer to *Mandatory Monthly Reporting Requirements* for instructions on completing form)

1. RIPTA Purchase Order Number:		2. Month & Year of Report:		
3. Contractor Name:		4. Contractor DUNS #:		
5. Number of Contractor Employees:	6. Total Number Hours Worked by Contractor Employees:	7. Total Wages Earned by Contractor Employees: \$		
8. Subcontractor(s) (SUB) Name(s)	9. Number of SUB Employees	10. Total Number of SUB Hours Worked	11. Total SUB Wages Earned	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
12. Name:	13. Signature:		14. Date:	

Please submit report directly to: William Rush, Director of Finance
 Rhode Island Public Transit Authority
 Room 207, 705 Elmwood Avenue
 Providence, Rhode Island 02907
 401-784-9500 ext 222 (phone)
 401-784-9533 (fax)
 wrush@ripta.com (email)

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XXXIV. TECHNICAL SPECIFICATIONS

This technical specification is being issued by the Rhode Island Public Transit Authority hereinafter referred to as “**the Customer**” for the site preparation, delivery, installation and commissioning of up to Five (5) transit ticket vending machines (**TVM**) with an option to purchase up to Five (5) more. It is the intent of RIPTA to purchase ticket vending machines in a standard configuration and shall include only those options indicated herein and confirmed in the procurement/purchase order documents.

A. Contractor Responsibility

Contractor will be responsible for preparing installation locations for the ticket vending machines and ensuring that these locations conform to the manufacturer’s requirements. Any needed site improvements will be performed and the sites will be prepared in a way that is suitable to properly install these machines. The contractor is responsible for contacting the ticket vending machine supplier should questions related to their installation not be provided in this document. Contractor will run electric and communications lines to the TVM installation locations.

The Contractor will also be responsible for the provision of Ticket Vending Machines. The equipment shall be in the quantities indicated and provided with such options and ancillary support equipment, spare parts and services as further indicated and quantified. The ticket vending machines provided must create passes that are fully compatible with all fare collection equipment presently in use at RIPTA. Currently, RIPTA creates and distributes magnetic paper and plastic magnetic passes, and smart cards. These passes are presented to the GFI Genfare Odyssey fareboxes in the transit buses for fare payment and processing. As RIPTA will not change fareboxes at this time, the TVMs provided by the Contractor must be able to create (print and encode) passes at time of purchase, and issue passes that will be used in these fareboxes. RIPTA will not permit hardware changes or significant software changes to the fareboxes in order to accept passes issued by the ticket vending machines. While products from other suppliers may be available, at this time, RIPTA is only aware of ticket vending machines manufactured by GFI Genfare that are fully compatible with these requirements. GFI Genfare is located at 751 Pratt Blvd, Elk Grove Village, IL, 60007.

1. Contacts at GFI Genfare

Contacts at GFI Genfare are

- Richard Galli (704-543-9414, sandy.galli@spx.com) or
- Terese Gillum (847-871-1126, terese.gillum@spx.com).

While this specification only makes reference to a central data collection system, it is a requirement. This specification does not include the technical

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requirements for the procurement of such system or equipment but bidders shall provide information on their standard central data collection system.

XXXV. DELIVERY AND INSTALLATION

A. Pre-Production Approvals

The Customer shall provide to the Contractor procurement documents which shall include:

- Description of TVMs in terms of features and quantities required
- Location, complete with site plan
- Preliminary TVM user interface programming
- Ticket types required

B. Delivery and Installation Timeframe

Delivery and installation of the TVMs shall be within sixty (60) calendar days after notice to proceed. Exact time for delivery and site preparation activities shall be coordinated with Customer. Connection to Credit/Debit Clearinghouse may be installed subsequent to TVM installation.

C. Liquidated Damages

Liquidated Damages will be assessed at the rate of \$550.00 per calendar day for each day the installation of the TVMs is not complete.

XXXVI. INSTALLATION

A. Site Preparation: Contractor Responsibilities

The Contractor shall be responsible for all activities related to the site preparation. In general, these shall include:

- Prepare installation locations of the TVM
- Providing a level concrete floor to permit weight and fastening
- Bring 120VAC 30 amp service within 5 feet of the TVM
- Provide canopy or other suitable shelter if an outdoor installation
- Provide external heaters if ambient temperature is to be less than 10 degrees F
- Make sure there is ample room for opening door and door swing
- Provide for security of equipment and tools for the TVM supplier during the installation period
- Obtain any licenses and pay any fees associated with the installation of the TVM

B. The TVM manufacturer will:

- Inspect installation locations for suitability
- Advise and supervise installation tasks
- Perform TVM commissioning and ensure proper operation, making adjustments and repairs as necessary

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C. **Proposed Installation Locations**

TVMs will be installed at up to 5 locations with an option of installing at up to 5 more. These locations include:

1. **Base Quantity locations**

- Kennedy Plaza (2 TVMs)
- Pawtucket Transit Center (deliver TVM only, no installation)
- Providence Amtrak Station
- Broad St. @ Thurbers – Providence

2. **Optional Locations**

- Providence Place Mall (option)
- North Main St. @ University Heights (option)
- Broad St. @ Goff – Pawtucket (option)
- Broad St. @ Jillson – Providence (option)
- Broad St. @ Lockwood – Providence (option)

3. **Amendment of Installation Locations**

The Authority reserves at its sole discretion, the right to amend the list of locations. (i.e. substitute locations on the optional list for locations on the base quantity list. Therefore the Contractor must provide price information for all locations listed

4. **Final Installation Sites**

The Contractor will work with Customer to determine final installation sites for each of the TVMs. **The exact, specific location for each TVM has not been determined. The Authority will give more specific information on each location at the Pre-Bid Meeting to be held on February 26, 2013. Prospective Bidders are asked to refrain from visiting the specific sites until after the Pre-Bid Meeting.**

D. **Site preparation and Installation**

The TVM must be installed on a relatively level floor surface capable of supporting a load of at least 20 pounds per square inch. Shims may be used within reasonable limits for level installation. TVM manufacturer must inspect locations proposed for TVM installation and advise the agency of any required site modifications prior to installation. Contractor will be responsible for the indicated modifications and for providing power and data communications lines. TVM manufacturer will make final hookups.

The TVM must be positioned so that doors can open fully, providing unimpeded access to the TVM interior. Before permanent installation is made, Contractor must test the positioning by making sure the TVM door can be opened and the rear of the TVM is easily accessed.

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XXXVII. TYPICAL TVM INSTALLATION SPECIFICATIONS & CLEARANCES

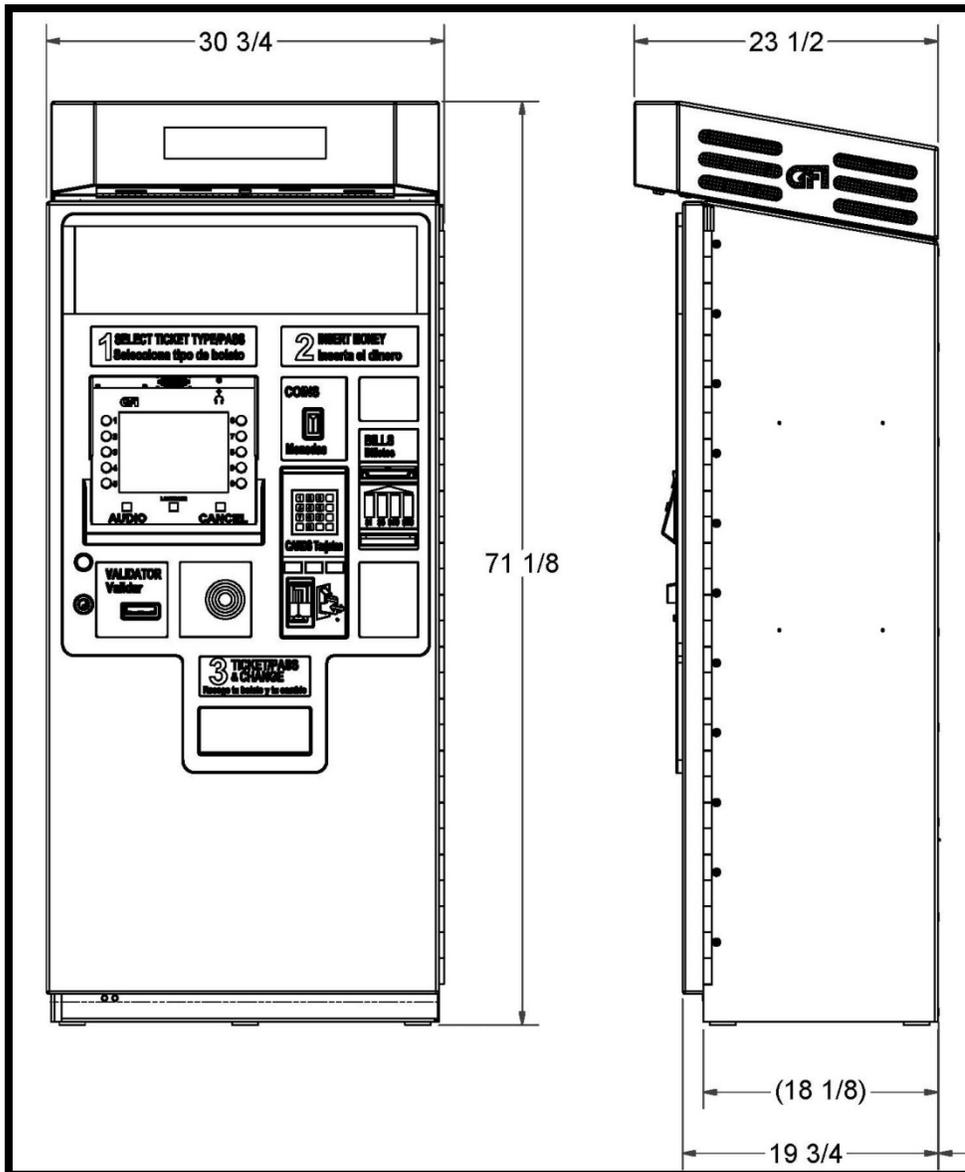
TVM dimensions 71" high x 31" wide x 20" deep (24" deep including washlight)
TVM weight 680-700 lbs.

TVM floor load - floor must support 20 lbs./sq. in. minimum

Door swing clearance 30" radius through 120° arc

Electrical 115 VAC 30A for use with heater

Communications options are Ethernet or other TCP/IP-based network via copper or fiber optic cabling (preferred) or cellular modem. RIPTA is utilizing cellular modem

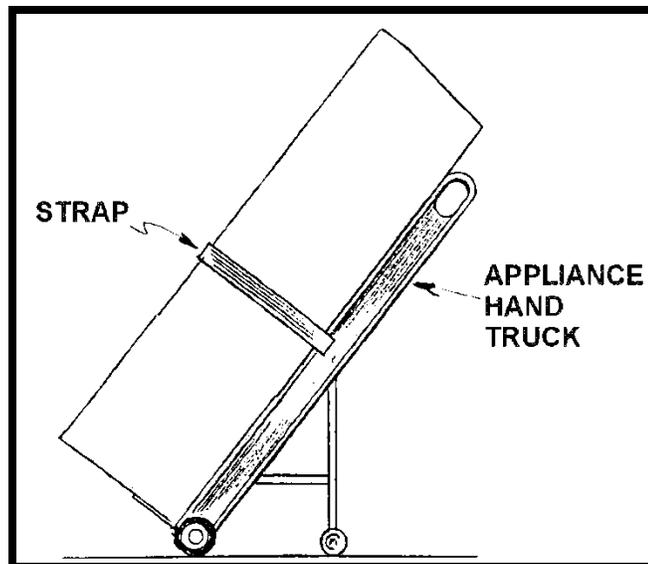


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A. Contractor will unpack the TVMs including the following steps:

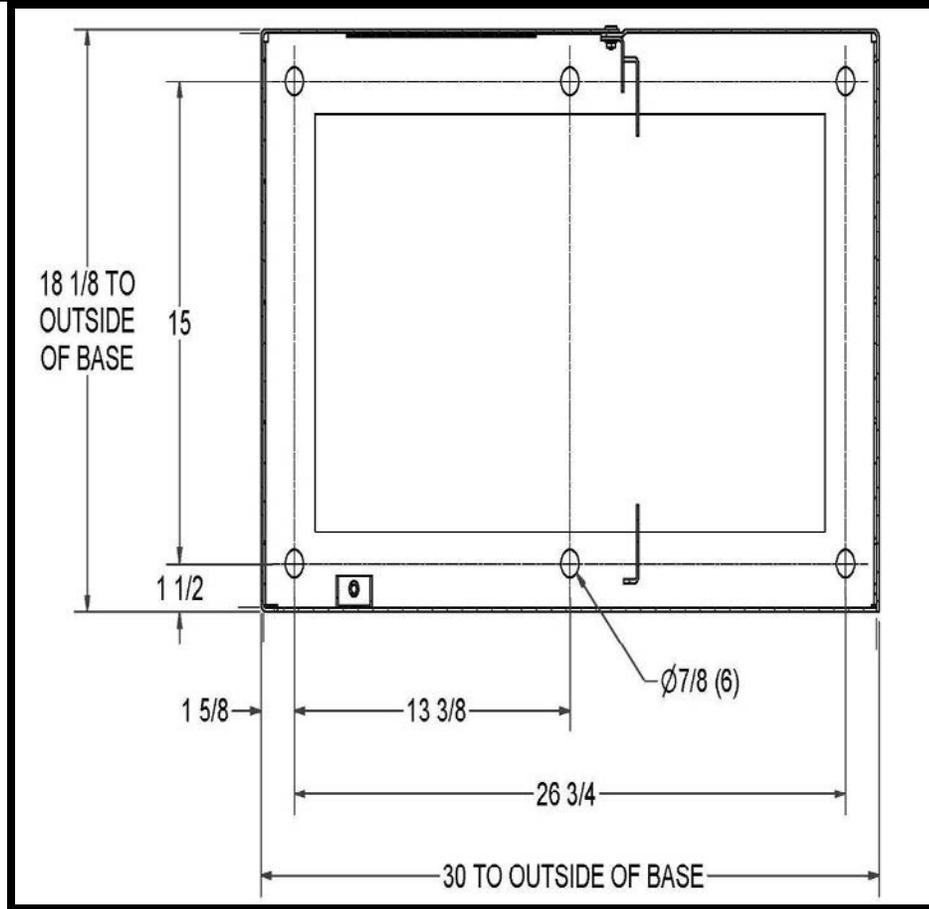
- Move the palletized assembly as close to the installation site as possible.
- Cut the banding material securing the assemblies to the shipping pallets.
- Remove all packing material.
- Inspect the equipment for any damage such as scratches or dents.

The TVM will likely be banded on a wooden pallet for shipping. The pallets shall be lifted and moved with the standard material-handling equipment, such as a forklift truck or pallet truck. If two TVMs are packed together on a pallet, TVMs shall be unwrapped and moved one at a time.

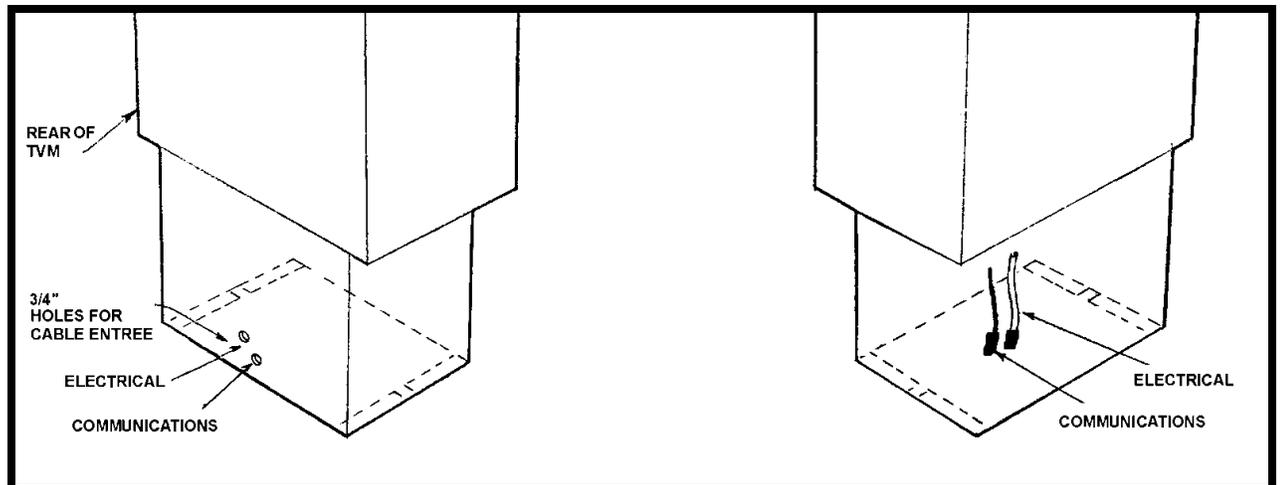


The TVM's final position will be determined by RIPTA. Once the location is finalized, the contractor will mark holes on the floor where the TVM cabinet will be anchored and mount the TVM to the floor with suitable fasteners (six 5/8" x 3 1/2" lag screws recommended) and corresponding anchors securely installed into holes drilled in the concrete floor. Contractor shall use shims to ensure cabinet is level and true and does not rock. Contractor will caulk three sides of the TVM base, leaving the fourth side open for drainage.

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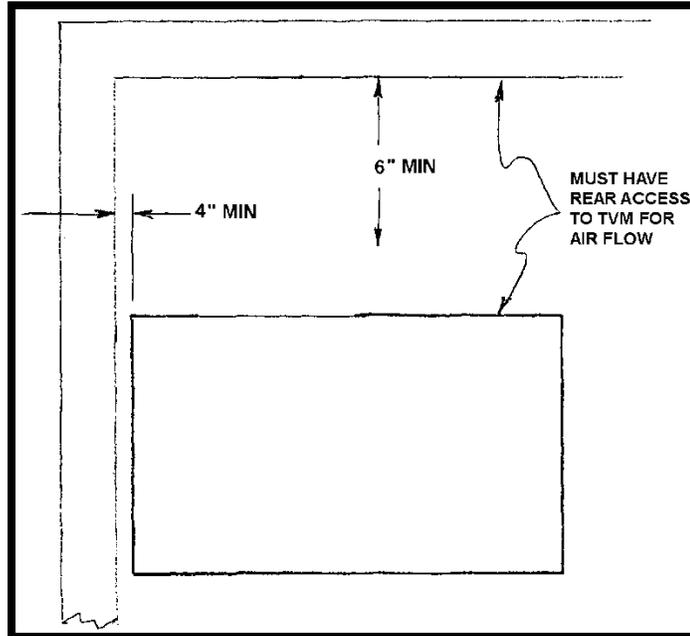


Contractor will be responsible for bringing in power and communications feeds to the TVM. Electrical connections must be stubbed up from beneath the TVM as it is anticipated that the machine will have an open bottom and can simply be lowered over the stubs.



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Should the installation location require the provision of power and communications cabling from a wall adjacent to the TVM, contractor will ensure that this cabling will be positioned so it can enter from the rear of the TVM. If located adjacent to a wall, space must be left between the cabinet and the wall to ensure sufficient ventilation.



The TVM manufacturer will terminate AC and communications lines inside the TVM.

Following installation, Contractor will clean the exterior of the TVMs, dispose of all packing materials, remove debris and clean installation locations.

B. **The TVM manufacturer shall:**

- Make electrical and telephone connections in the interior of the TVM
- Install and connect modules
- Fire-up and test TVMs to ensure they meet their stated functionality

1. TVM Functional Testing

After installation, the TVM manufacturer shall conduct a functional series of tests to confirm that the TVM is operating properly. These tests as outlined in the submitted and approved test plan shall include:

- Power up of all installed components
- Operation of the display screen and push buttons
- Operation of Bill Module: accept, escrow, return
- Operation of the pass issuing modules as installed
- Generation of reports

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2. Optional Modules

The following optional modules are included in the TVM and they shall be tested by the TVM manufacturer for functionality and interface:

- Coin Module
- Supplemental coin hoppers
- Magnetic card re-charge unit
- Smart card reader
- Bank card module
- Receipt printer

3. Fare Table Loading

The TVM manufacturer shall provide the Customer with a PC based fare table loading program, which shall be used by the Customer to populate the fare table with the prices of various ticket types.

The fare table shall be suitable to be downloaded to the TVM by means of Ethernet or cellular modem connection from the Customer owned and operated computer or may be loaded on-site. A copy of all fare tables shall be provided by the Customer to the Contractor for test and maintenance purposes.

4. Acceptance Testing

The Customer conducted acceptance testing shall be conducted in three parts:

- a. An inspection of the physical TVM site preparation and installation. This will include the floor preparation, mounting of the TVM to the floor including stability of the TVM, and the suitability of all electrical and communications cables brought to the TVM location. All installation aspects must meet local codes. Acceptance of this will relieve Contractor of further liability.
- b. An inspection of the TVM to confirm that all specified modules and options are included and functional and that the TVM is ready and able to vend tickets/cards and provide data reports as required. This test shall be conducted and completed within one week after installation.
- c. The TVM shall be placed in revenue service within two weeks of installation. The TVM shall be in such service on a continuous basis for four weeks after being placed in service to ascertain the TVM has met the TVM supplier's stated reliability. Any and all computations shall be measured on not less than a continuous four week period. Excluded from test data are vandalism and customer/user induced failures. After the passage of the above testing, the TVM provision and installation will be deemed to have been accepted.

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XXXVIII. FEATURES, FUNCTIONS AND PHYSICAL REQUIREMENTS OF TVM

The following pages describe the features, functions and physical requirements necessary in the Ticket Vending Machine. The Ticket Vending Machine manufacturer will be responsible for ensuring that these requirements are met. Contractor will only be responsible for the site preparation and proper installation/placement of the TVMs.

The TVM shall be designed in a modular manner so that it may be upgraded in the future as conditions change, by the addition, modification and/or change-out of modules as indicated herein. Required and optional features are shown as follows:

XXXIX. TICKET VENDING MACHINE REQUIREMENTS:

Cabinet and Pedestal (Required)	Minimum 11 gauge Stainless Steel
Magnetic pass encoding (1 Paper Required)	Separate devices to issue paper and plastic magnetic fare media
Smart Card encoding (1 Plastic, 1LU required)	Separate device to issue and encode plastic or Limited Use smart cards
Bill acceptance (Required)	\$1, \$5, \$10 and \$20 US
Screen (Required)	Minimum, 10 inch Color LCD
Selection Panel (Required)	Minimum 13 button
Graphics (Required)	English, ADA Compliant
Screen/Audio Language (Both required)	English/Spanish
Alarm Control Box (Required)	Intrusion, tilt and shock
Electronic Control Unit (Required)	Complete w/phone modem
Print/Encode/Issuance (Die cut required)	Roll feed or Die cut cards
Operating Environment (Indoors)	Indoors or Outdoors with suitable cover
Warranty	One Year
Coin Acceptance (Required)	\$.05, \$.10, \$.25 and \$1.00
2 Coin Hoppers (Required)	\$.05, \$.25 or \$1.00
Bank Card Module (Required)	PCI compliant Magnetic card reader w/PIN pad
Clearing House/Bank Connection (Required)	
Smart Card Reader/Processor (Required)	RF contact lists ISO 1443A/B
Washlight (Required)	Illuminate TVM front panel
Digital Display (Required)	Installed in Washlight
Electronic Lock (Future option)	Permits access electronically
Card Processor/Validate Module (Future)	Validate/upgrade previously issued card or tickets
Operating temperature	4 degrees (F) to 115 degrees (F)
Central Data System (Required)	Hardware and Software
Programming (Required)	Necessary configuration labor

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A. Vending Cards and Tickets

The TVM shall be able to be configured to vend the following types of magnetic cards and tickets:

Stored Value Farecards	\$1 to \$99 in five cent increments
Stored Ride Cards	one ride to 50 rides
Period Pass	one day to 90 days
Proof of Payment Receipt	single or round trip

Each print/encode/issue module (up to three) shall be configured for the different types of cards. Where two or more modules are configured for the same type of card, sales shall be made from one module until there is no more card stock and then will automatically switch over to the second module.

The TVM shall also be able to issue and encode Smart Cards, both plastic and limited use. These Smart Cards shall be Period Passes, Rolling Period Passes, Stored Ride Passes, and Stored Value Passes.

For this procurement, RIPTA will purchase one DESFire capable plastic smart card module, one paper magnetic module, and will require pricing for a future Limited Use smart card module.

B. Change

Change shall be provided only if a coin module is provided and installed within the TVM and the module has sufficient internal change to properly function.

The TVM shall be configured to provide up to \$2.95 in coin change in response to a given transaction. If the amount of change calculated is more than \$2.95, the transaction shall be canceled. Other threshold amounts may be programmed by the Customer in a configuration mode.

If the TVM is in "Bills Only" mode, no change shall be given and the customer is required to deposit exact amount in order to vend a ticket or card.

C. Compatibility with GFI Fareboxes

All card and tickets encoded by the TVM shall be fully compatible with corresponding readers and processing units on the existing GFI Genfare Odyssey fareboxes or other equipment as may be approved by the Customer.

The printing and encoding formats of the TVM shall mirror those used by the fareboxes so that a card or ticket issued by the TVM may be fully processed in a GFI farebox.

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D. Environment

1. Temperature and Humidity

a Indoor/Outdoor Operations

The standard TVM shall be suitable for installation and operations in the following ambient conditions:

- Temperature: 4 to 115 degrees F
- Humidity: 10 to 95% (non-condensing)

2. Electrical and Telephone Connections

a Electrical Requirements

The TVM shall be connected to a 120volt 60Hz AC power supply. It shall have a dedicated circuit rated not less than 30 amperes for the TVM. The TVM shall have power supplies internal to provide each component with its required voltage for proper operations. An internal UPS shall be provided to permit transaction completion in the event of a power failure.

The TVM shall be provided with main disconnect switch/circuit breakers for TVM protection. In addition, a 120VAC convenience outlet shall be provided for use with test equipment of light duty tools.

3. Communications

The TVM shall be capable of having two means of communication:

- Ethernet (copper or fiber optic)
- Cellular modem

This connection shall be used to transmit data, download information to the TVM and monitor the TVM performance.

XL. TVM DESCRIPTION

A. Enclosure and Pedestal

The TVM shall be composed of a stainless steel enclosure containing all of the TVM modules. The enclosure shall be suitable for installation on prepared concrete pads or other suitable floor materials.

B. Dimensions and Finish

The TVM shall not exceed 72 inches high by 22 inches deep by 32 inches wide.

C. Exterior Stainless Steel Surfaces

The exterior stainless steel surfaces shall have an orbital finish.

D. External and Internal Arrangement

The TVM top enclosure shall have a front door through which all components shall be inserted and/or removed for servicing. The pedestal shall have a locking panel, with ventilation louvers and a filter. This panel shall permit access to the pedestal interior for fastening the pedestal to the floor surface and to permit electrical connections.

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The top of the enclosure shall be sloped back to permit drainage of any water. The enclosure shall be provided with a blank panel sign, which may be replaced with a wash light or digital display (as described in these specifications) without having to drill any additional holes.

The TVM internal arrangement shall have a partition between the cash handling section and the ticket issuing section. Support shelves on telescopic slides shall be provided to gain access to the ticket modules and cash accepting modules.

A 120volt AC convenience outlet shall be provided inside the TVM for on site use with test equipment of small tools.

E. Modular Construction

The TVM shall be built in a modular manner to permit the interchange of modules and the addition of modules and their respective mechanical and electrical supports in the future. Major modules shall be inserted or removed without the use of tools. Wiring for all modules shall be provided so that no additional wiring shall be required.

F. Information Panel and Frame

An information panel and frame shall be provided on the TVM door in which the customer may insert customer supplied printed material directed to the TVM user, such as fares, maps or other information. The panel shall be approximately 6 inches high by 24 inches wide and have a clear Lexan polycarbonate protective sheet secured by a metal frame. It shall be possible to change the material in the panel by the release of a frame component only when the TVM door is open.

G. Coin Return Cup

An internally illuminated coin return cup shall be provided on the front on the TVM to be used for the return of coins, presentation of vended cards, tickets, and receipts. Illumination shall take place when a card, ticket, receipt or coin is directed to the cup and be visible in high ambient light conditions. It shall have a clear polycarbonate plastic top hinged door, which, when pushed to the open position, forms a seal to any of the ticket or coin chutes. The coin cup shall provide support for the receipt printer. The cup shall be made of stainless steel and have an external drain connection for any water accumulation.

H. Receipt Printer

A thermal receipt printer shall be provided for transaction receipts and selected on-site reports. It shall have a thermal print head and integral full width self sharpening cutter. The printer shall use a 4 inch diameter paper roll suitable for not less than 2,000 receipts, each 1.5 inches long. A low paper sensor and paper feed button shall be provided. Cut receipts shall be fed into a chute for presentation in the coin return cup.

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If a bank card module is provided in the TVM, the receipt printed shall indicate the type of transaction, as well as required receipt information.

I. Wash Light

A wash light module shall be provided which provides downward lighting to the face of the TVM and a cut out for a back light of a marquee sign. The wash light shall be made of stainless steel and match the enclosure. It shall be fitted with four fixtures, each fixture containing two lamps. An internal switch shall be used to turn the lights on or off. As an option, a photo sensor shall be provided to turn on the lights automatically, when low ambient light is sensed and turn off the lights when high ambient light is sensed.

J. Digital Scroll Display

A digital scroll display may be fitted which shall have the ability of showing, by means of pre-programmed LEDES, various types of two-line messages. Such messages shall be independent of the TVM logic. However, if the TVM goes out of service, the display shall go dark.

K. Materials and Finish

1. Standard

The TVM cabinet shall be made of heavy gauge orbital finished stainless steel, with a fully welded construction. A hinged door shall be provided for interior access and have the proper openings to permit operation and proper access for the vending components.

2. Seams and Openings

All seams shall be uniform and of such size as to deter prying.

L. Locking System and Alarms

1. Front Door Lock

The TVM front door lock shall employ locking bars to engage the door to the enclosure on the top, bottom and sides. It shall be operated by a "Tee" handle tool whose access shall be controlled by a high security lock. The locking mechanism shall engage a door switch which shall be activated whenever the door is unlocked and about to be opened. The door hinge shall be continuous and have a pin cap to prevent removal of the hinge pin from the exterior of the TVM.

2. Interior Locks

A series of interior locks shall be provided as follows:

- Lock switch to silence the alarm
- To lock all card/ticket Modules in place on shelf
- To lock coin module in place
- To lock coin cashbox in place
- To lock the bill module in place

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- To lock the bill module cash box in place
- To lock supplemental coin hopper A in place
- To lock supplemental coin hopper B in place

In addition the following modules will also have their own individual locks:

- Card cassette to secure cassette cover
- Coin module to secure coin mechanism within enclosure
- Coin cashbox to secure cover
- Bill module cashbox to secure cover
- Supplemental coin hopper to secure cover

3. Interior Door Alarm

An internal alarm shall be provided and connected to a switch on the door locking bar. When the bar is opened the alarm circuit shall be activated. A proper numeric PIN must be keyed in on the front door selection keys within 30 seconds of opening to prevent the alarm from sounding. Upon successful entry of the PIN, the TVM shall go into the maintenance/service mode of operation. This condition shall remain while the TVM is being serviced. When the door is closed and locked, the TVM shall revert back into revenue service mode of operation. The alarm, when activated, shall sound for ten minutes and then shut off.

4. Interior Shock and Vibration Alarms

The TVM shall be fitted with shock and vibration alarms which shall be connected to the TVM processor. In the event that the TVM is tilted more than 10 degrees off true vertical or experiences a shock of 2gs or more, the appropriate sensor shall be activated and sound the internal alarm for a period of ten minutes and then shut off.

M. Electronics

1. Electronic Control System

The TVM shall have an electronic control system connected to each module to monitor and control all aspects of the TVM operations. It shall be an Intel Pentium class processor (or equivalent) with non-volatile memory, modem, and plug connect for the TVM harness. It shall:

- Monitor the TVM door and presence/absence of all modules
- Interface with display and pushbutton keys
- Store fare tables, ticket printing formats and procedures
- Store optional audio files
- Store multiple languages if enabled
- Create and store all transactions
- Transmit and receive data

2. External Communications

The TVM shall have two means of external communications:

- Ethernet (copper or fiber optic)

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- Cellular modem

N. Display and Controls

1. Display

The TVM shall make use of a 10.4-inch, minimum, (diagonal) LCD color SVGA display to show the various vending and payment options and to step the customer through the vending process. The display shall be tilted to prevent glare and to provide visibility for a standing person. The TVM display shall have viewing characteristic in high ambient light (outdoors) and a cone of vision not less than 60 degrees off the perpendicular from the screen.

The colors, fonts, wording and arrangements shall be developed by the Contractor, based upon input from the Customer and standard Contractor configurations, and be subject to Customer review and approval. The display must be capable of being programmed for English and one other customer approved language.

2. Pushbutton Controls

The TVM shall utilize a minimum of ten (10) pushbutton keys to make all menu selections as may be shown on the display, with five keys on each side of the screen. The keys shall be silicon rubber over a sealed domed, membrane switch.

The TVM shall also have additional pushbutton keys to function as:

- Language: to select a language other than English
- Audio: to enable a set of voice directions to aid in selection
- Cancel: to cancel transaction if ticket/card has not yet been issued

The TVM shall be compliant with the basic requirements of the Americans with Disabilities Act (ADA) in the following manner:

All slots, bezels, pushbuttons and coin cups requiring manual manipulation for the operation of the TVM shall be positioned not higher than 50 inches or lower than 18 inches from the floor.

TVM graphics shall be reverse printed in color on not less than .010 clean Lexan polycarbonate and affixed to their backing by full area high yield adhesive. The graphics shall make use of symbols where possible and have ADA Braille raised characters for words provided.

An audio option shall be provided to permit the purchase of a given type of ticket or card by hearing spoken instructions in English or another Customer selected and Contractor approved language.

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O. Card/Ticket Selection

It is required that the card or ticket be fully selected by the user prior to the insertion of any money or acceptance of any bank cards. If the TVM is in service, the coin and bill insertion slots shall be blocked to preclude insertion of money until such selection has been made.

P. Selection Screens

1. Initial Selection Process

The TVM shall provide a “welcome” screen which provides the basic choice of ticket types to be vended. Pressing one selection button will start the process for that particular function. The selections include:

- Vending Cards –
 - Standard
 - Stored Value,
 - Period Pass, Stored Ride
- Reading a Card
Read a previously issued card
- Re-Charging a Previously Issued Card :
Magnetic and/or Smart Cards

Additionally, the user may press the one or both following optional keys located below the screen:

- Language: to change the language words on the screen from English to another pre-programmed and installed language
- Audio: to provide spoken instructions (in English or alternate language) to perform basic vending tasks.

2. Ticket Card Selection

Once the basic function has been selected, the screen will permit the user to select from a series of pre-programmed options within the selected category such as:

- Stored Value: \$2, \$5, \$10, \$20 or \$50
- Stored Ride: 10, 20 or 50 rides
- Period Pass: 1 day, 3 days, 7 days, 30 days
- Payment Receipts: one way, round trip

The user may purchase up to four (4) tickets/cards per single transaction. The TVM shall indicate the total amount of money to be inserted.

3. Payment Options

The TVM screen shall prompt the selection of allowed payments which include:

- Cash in the form of coins and/or bills
- Bank Credit Cards (if permitted)
- Bank Debit Cards (if permitted)

Only one form of payment shall be accepted by the TVM at any given time.

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4. Transaction Cancellation

The TVM shall cancel the transaction in progress and return inserted money when:

- Card or ticket cannot be vended;
- No action is taken for 30 seconds
- User presses the cancel button on the TVM

The user may not cancel a transaction if the ticket printing process has started.

5. Card Modules

The TVM shall be able to have installed up to three card modules for the issuance of plastic or paper based 10 mil thick (0.010”), magnetically striped and thermally coated, die cut cards. It shall also have the capability to issue plastic and limited use Smart Cards. The TVM shall be configured to indicate if each module is unique or contains “generic” cards.

6. Programmed Card Modules

The TVM shall permit the configuration programming of each plastic card module so that:

- Each module may hold cards of a unique graphic which relates to a specific type of sale of that card. For example:
 - Stored value card
 - Period Pass
- Each module may hold an agency “generic” card (no specific card designation) which may be used for any type of vended card.
- In the “generic mode” all cards shall be fed from one cassette until exhausted, and then be able to switch to the second or third cassettes for continuation

7. Vend Process

When appropriate payment is received by the TVM, it shall dispense one card from the appropriate module cassette and print the information on the card, encode the information on the magnetic track or in the Smart Card and then verify the information. If the encoded information is not verified, the card shall be re-encoded and re-verified. Only verified cards shall be issued for payment.

8. Change and Receipt

Upon the vending of a card, the TVM shall illuminate the coin return cup into which the card is directed. At the same time, the TVM shall dispense the required change along with an optional receipt.

9. Re-Charge/Validate Magnetic Cards

If requested, the TVM shall be fitted with a transport to accept, hold and process a magnetically encoded plastic or paper based transit card. The entry bezel shall be positioned at the front door and be used for entry and exit of cards.

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This transport may also be used to validate a previously purchased card.

10. Operations

If the re-charge selection is made, the transport shall be activated to accept a magnetically striped, thermally coated, plastic or paper card. The card shall be inserted and held in an internal escrow within the transport. After the proper amount has been paid, the transport shall encode the new amount on the card, print the appropriate amounts on the card and return the card to the user.

11. Validation

The transport may accept a previously issued but not validated card for validation. The transport shall determine the type of card inserted and print and encode the appropriate date and time(s) of validation and expiration.

12. Transport

The re-charge transport shall be mounted internally to the TVM so that the bezel may be accessed from the front exterior of the TVM. Upon card insertion, it shall be held within the transport until the proper money is inserted. It shall be able to read ISO tracks 2 and 3 and write to ISO track 2. Once the card is encoded it shall be verified prior to presentation.

13. Re-Charge Smart Cards

Issuing and Re-charging or adding value to an RF proximity smart card shall be available. The recharging shall be accomplished in a two-step process.

14. Determining Card Validity

The card is touched to the smart card panel on the front of the TVM, which will then read the card and determine its validity and the amount of value, if any, already on the card. No processing shall take place on this initial touch. The TVM shall then display the current value or status and await further direction from the passenger. It shall then provide instructions to guide the user through the process of re-charging the card and paying through the insertion of money or use of a credit card. Only when payment had been completed shall the TVM require a second touch of the card to complete the process.

15. Re-Charging Process

After payment has been made the TVM display will request that the card be touched to the target once again to complete the process. When this happens, the TVM shall impart the added value to the card, read the card and verify that the re-charge process has taken place. A receipt shall be issued for the transaction showing the value of the card prior to re-charge, the amount added and the total amount, along with date, time and location.

If the payment is made, but the card is NOT touched within 30 seconds of the prompt, the transaction shall be cancelled.

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16. **Ticket Pricing**
Each ticket or card offered for sale in the TVM shall have an associated price to be paid by the TVM user.
17. **Fare Tables**
The TVM shall contain two fare tables. The first is to be used at the present time and the second is to be invoked on a given day and time to effect a system wide automatic fare change. Each fare table shall contain:
 - The price of each type and/or class of ticket or card vended
 - Any price differentials for evening, weekend and/or holiday sales
 - Maximum amount of change permitted for a given transaction
 - Minimum amount of vend required for a bank card
 - Prices for premium add-on such as transfers or zone charge
 - Maximum value of a stored value card on issue or re-charge
18. **Downloading Fare Tables**
The fare tables shall be downloaded to the TVM by either of the following methods:
 - Downloaded via network connection from a central computer
 - Downloaded locally

XLI. PAYMENT OPTIONS

A. Dollar Bills

The TVM shall be provided with a removable, self docking, enclosed and locked Bill Module which shall contain a bill validator, escrow unit and bill cashbox. The Bill Module shall be similar to Toyocom Model BV-6000 as modified for the TVM or equal.

The Bill Module shall be removable under secure conditions without the use of tools. The Module shall be mounted on telescopic slides to permit easy access for maintenance.

1. **Bill Acceptance**
The TVM shall accept valid U.S. \$1, \$5, \$10 and \$20 bills, in any one of four insertion modes: front or back, top or bottom. The acceptance rate shall be not less than 95% on the first insertion for a machine readable fit bill. Height of the bill acceptor bezel shall be ADA compliant
2. **Bill Escrow**
The Bill Module shall have an internal escrow which shall store up to 15 bills of any denomination. The escrow shall return the bills via a bill return slot if the transaction is canceled and shall deposit the bills into the bill cashbox when the transaction is successfully completed.
3. **Bill Stacker Cashbox**
The Bill cashbox shall have a capacity of approximately 1,000 bills (street money) and be removable from the front of the Module. It shall be released by a high security lock. The cashbox shall have an electronic ID which is used to note cashbox number and time of

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removal or insertion. The cashbox shall have a lock which provides access to the cashbox interior. When removed from the TVM the cashbox shall be closed and locked and provide no access to the cashbox interior.

4. **Bill Module Service**

It shall be possible to open the Module to clear a bill jam without the necessity of removing the Module from the TVM. Interior access for jam clearing shall not permit access to the bill cashbox.

B. Coin Acceptance

The TVM shall be provided with a removable, self docking, enclosed and locked Coin Module which shall contain a coin validator unit along with re-circulating and non-re-circulating coin tubes which shall be used to provide change for transactions. The coin Module shall conform to Coinco Model Quantum 700, as modified for the TVM or equal.

1. **Coin Bezel**

The TVM shall have a coin entry bezel mounted on the front door which shall be sized to accept all US coins up to a gold color dollar coin. The bezel shall be fitted with a solenoid operated pin which shall preclude the entry of coins if a selection has not been made or the machine is out of service. Height of coin bezel from the floor shall be ADA compliant.

2. **Automatic Coin Un-Jam**

The coin chute leading from the door bezel to the acceptor shall be provided with sensors to determine that a coin has been inserted. If the inserted coin is not processed within a set time, it is assumed to be lodged in the mechanism for some reason. In that event, the TVM shall automatically energize a solenoid operated foot, which shall open the coin mechanism and allow any lodged coin to fall into the coin cup.

3. **Coin Validator**

The coin validator shall accept the following valid U.S. coins: nickel (\$.05), dime (\$.10), quarter (\$.25) and dollar coin (\$1.00). The TVM shall not accept pennies (\$.01), half dollars (\$.50), foreign/bogus coins or tokens.

Accepted coins shall be directed to the recirculating coin tubes until the quantity of the respective coin tube is full, at which time coins shall be directed to the coin cashbox. Coins dispensed for change or refund shall be on a first in, first out basis.

4. **Coin Tubes**

The Coin Module shall be provided with six coin tubes, four of which shall be replenished by the re-circulation of inserted coins and the other two shall be manually filled and serve as back-up for making change.

The coin tubes shall have the following capacities for US coins:

- Re-circulating Tubes: \$.05 \$.10 \$.25 \$1.00

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- Quantity of Coins: 78 115 94 74
- Non-re-circulating Tubes: \$.05 N/A \$.25 \$1.00
- Quantity of Coins: 155 -- 174 148

5. **Coin Module Enclosure**

The coin validator and coin tubes shall be housed in a removable, self docking enclosure which is inserted into a guide in the TVM for electrical and mechanical connections. The enclosure shall have a locked cover for access to the coins and a easy grip handle for carrying the Module. A self aligning electrical connector shall be provided for electrical power, data control and to send to the TVM logic the serial number of the coin Module.

6. **Coin Cashbox**

A coin cashbox, with a locked cover, shall be provided to collect all coins not directed to the coin tubes. It shall be locked in place and shall have an entry aperture which shall be closed and locked as a condition of removal from the TVM. The cashbox capacity shall be not less 250 cubic inches. The cashbox shall provide the TVM logic with the cashbox ID only when it is locked in place and ready to receive coins. The cashbox shall be designed so that if randomly dropped onto a hard floor from a height of 3 feet, it will not spill any coins from the box. A handle shall be provided to aid in the insertion and withdrawal of the cashbox from the TVM and for carrying the cashbox.

7. **Supplemental Coin Hoppers**

The TVM shall be fitted with an electrical docking support shelf, two supplemental coin hoppers and a coin chute to direct the coins to the coin cup.

8. **Supplement Change Making**

The two supplemental coin hoppers shall be used in conjunction with the coin Module to provide change for a vending transaction when there is inadequate change in the Module's coin tubes. The two hoppers are normally stocked with nickels (\$.05) and quarters (\$.25) to provide a variety of change options. The hoppers are filled manually external to the TVM and inserted into tracks provided, make electrical contact with self docking connectors and locked into place. The hopper shall have a low coin sensor to indicate whether or not there are adequate coins in the hoppers to continue operations.

9. **Support Shelf, Coin Hopper and Enclosure**

A support shelf shall be installed in the TVM to support the hoppers and provide the self docking connectors. A coin chute is provided on the TVM door to direct coins to the coin cup. Two locks on the shelf shall secure the hoppers into the TVM.

The hoppers shall have extended bowls and be housed in a locked enclosure. The enclosure shall provide an ID number to the TVM logic.

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The hoppers shall have the following nominal capacities:

- Nickels (\$.05) 700
- Quarters (\$.25) 600
- Dollars (\$1.00) 500

C. **Bank Cards**

The TVM shall have a Bank Card module, which shall be able to accept a magnetically striped credit or debit card for payment of a vending sale.

1. **Operations**

Bank card operations shall be permitted only for transactions over \$10.00. The TVM screen shall prompt the user through the steps of card processing. If a bank card payment is selected, the card is inserted in the provided card reader. If a credit card is used, the card number is immediately sent to the selected clearing house for approval. Upon approval, the vend process is completed and a receipt is provided with the ticket/card type, amount and credit card information.

If a bank debit card is selected, the card is inserted and the user is prompted to insert a PIN on the keypad provided. The information is then sent to the clearing house for approval, at which time the vend process is completed and a receipt issued for the transaction.

2. **Hardware**

The bank card module shall have an insertion type magnetic bank card reader, PIN Pad and LCD display for card processing. The decals on the TVM shall have space to display different card types: VISA, MasterCard, American Express or Discover Card.

3. **Clearing House Operations**

The TVM software shall include a standard Contractor software package which is able to provide encrypted credit and debit card numbers and PINs to a centralized computer server. The Customer shall be responsible for entering into a contract with a clearing house, so that the required revenues from the member banks and deposit it in the account of the Customer. The Customer shall be responsible for all clearing house operations, including any agreements, fees, transmissions and processing charges.

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XLII. SECURITY

A. Key Control

The TVM shall be provided with several locks and keys of different combinations as follows:

<u>Location</u>	<u>Function</u>	<u>Combination</u>
Front door (**)	Permits front door to open	No. 1
Card Module shelf	Permit Modules to be removed	No. 2
Card Cassette (*)	Open cassette cover	No. 3
Coin Module release	Permits coin Module to be removed	No. 4
Coin Module cover (*)	Permits access to coin module	No. 5
Supplemental Coin Shelf	Permits supplemental hopper to be removed	No. 6
Hopper Cover (*)	Permits hopper cover to be removed	No. 5
Coin Cashbox	Permits removal of coin cashbox	No. 4
Cashbox Cover (*)	Permits cashbox cover to be opened	No. 4
Bill Module Shelf	Permits removal of entire Bill Module	No. 2
Bill Module	Permits removal of bill cashbox	No. 7
Bill Cashbox (*)	Permits access to cashbox interior	No. 8

(*) Denotes keys normally not provided for service or maintenance

() Must be used in conjunction with external "Tee" handle**

The above indicates that there shall be eight (8) different keys to provide access both in the field and in the counting room to the various modules.

XLIII. CARD AND TICKET STOCK

A. Plastic Cards

This section of the specifications describe the card and ticket media that shall be supplied by the TVM Supplier for use in the TVM.

1. Material and Dimensions

The cards shall have a "front" on which the Customer graphics shall be printed in one or more colors and a "back" which shall have a thermal coating and a magnetic stripe.

The cards shall be made of die cut polyester material, with rounded corners.

- Length: 3-3/8 inches (85.725 mm)
- Width: 2-1/8 inches (53.975 mm)
- Thickness: 0.010 inches (0.254 mm)

The entire back of the card shall be coated with a thermal sensitive material which is able to change from white to black upon the application of direct contact heat in excess of 65 degrees centigrade. The card shall have a high coercivity magnetic stripe, ¼ inch wide,

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permanently affixed and positioned (lengthwise) to cover ISO tracks 2 and 3 on the same backside of the card.

The cards shall have no burrs, curls, or other physical imperfections which would adversely affect their ability to be properly fed, processed, encoded, read, printed or otherwise processed by the TVM.

2. Customer Printing

The Customer shall be responsible for the preparation of any and all artwork which is to be printed on the face of the cards to be provided with the TVM.

3. Packaging

Manufactured cards shall be inspected for defects prior to packing. Cards shall be packed in cardboard boxes of approximately 1500 to 2000 per box. Each box shall be labeled as to its contents, sources of supply and identifying lots/production numbers.

B. Receipt Paper

The following describes the paper to be used in the TVM receipt printer.

Material and Dimensions

The receipt paper shall be as follows:

- Paper Roll: 58 mm x 100 meters long (Hecon Part No. G3810849)
- Paper Weight: 58 grams/square meter
- Paper Thickness: .002 inches
- Thermally Coated on Insider (facing the core)
- Core is 1 inch in diameter
- Outer diameter is approximately 3.5 inches

XLIV. SPARE PARTS AND MAINTENANCE

A. Spare Parts

The TVM manufacturer shall furnish and deliver a set of spare parts to be used by the Customer in the course of normal preventative maintenance and repair of the TVM provided.

B. Spare Parts

The TVM Supplier shall provide a listing of spare parts with the TVMs. The information shall include descriptions, part numbers, quantity and unit price. The selection and quantity of the parts shall be adjusted so that the amount does not exceed ten percent (10%) of the purchase price of the TVMs.

C. Parts Inventory

The TVM manufacturer shall maintain a complete inventory of spare parts which may be used in warranty work and/or sold to augment customer parts inventory.

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D. Preventative Maintenance

As part of this procurement, the Customer agrees to provide the required materials, labor and supervision to conduct all preventative maintenance tasks on the TVMs.

1. Cleaning and Testing

Cleaning and testing shall be done periodically, based upon usage and the environment. The Customer shall refer to the TVM Maintenance Manual for the following cleaning and testing procedures:

- Cleaning of ticket transport rollers and heads
- Cleaning of coin mechanism path and sensors
- Cleaning of bill Module sensors and heads
- Replacement of lower pedestal air filter
- Testing for coin/bill acceptance
- Testing for proper ticket issue
- Testing for proper screen directions

2. Replacement of Wear Items

The following items are not covered under the warranty and need to be replaced periodically. The Customer shall be responsible for the replacement of all wear items as part of the preventative and on-site repair procedures. These include:

- Light bulbs
- Print heads
- Drive belts

Replacement shall be made with OEM parts and in accordance with the TVM manufacturer's directions.

3. Repair Maintenance

In the event of a TVM failure, the Customer shall be responsible for all repair maintenance tasks as required.

4. Replacement of Modules

The Customer shall be responsible for the identification and reporting of all problems and failures associated with the TVM. Upon determination of the failed module, the Customer shall replace the failed module with a known good one and perform such tests as may be required to confirm that the TVM is restored to full operating ability.

5. Field Maintenance

The TVM shall be designed and constructed so that all modules may be removed from the TVM and replaced with a like counterpart, thereby requiring little if any on-site field maintenance. The problem or failed module will then be brought to a shop facility to be repaired and tested.

The exception to the above is the clearing of jams which may occur in the TVM from card, coins and bills. These shall be cleared in the

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field with no removal of modules, unless the module in question is defective.

XLV. DOCUMENTATION AND TRAINING

A. Documentation

The TVM manufacturer shall provide one single comprehensive manual which shall cover both Operations and Service. The manual shall be in soft copy or loose-leaf bound. If hard copy, two copies of the manual shall be provided with every TVM ordered.

1. Operations

The TVM manufacturer shall provide the manual with an Operations Section, which shall contain the following information:

- Overview of TVM operations
- Description of modules and their function
- Loading fare tables
- Loading ticket and coin modules
- Test procedures
- Reports
- Problem reporting

2. Service

The TVM manufacturer shall provide the manual with a Service Section, which shall contain the following information:

- Installation and commissioning
- Preventive maintenance requirements
- Repair procedures
- Service test procedures
- Parts lists and diagrams

3. Software

b Configuration

The TVM manufacturer shall provide the Customer with a software program and corresponding written instructions which may be used on a PC to:

- Enable or disable various modules
- Select coins and/or bills to be accepted
- Select ticket types
- Establish fare tables for current and future use
- Minimum amount of change provided
- Minimum amount for bank card purchase
- Other parameters as provided

The configured program shall be suitable to be downloaded via modem or downloaded in the field by means of a laptop computer or other approved device.

All parameters not specifically established to be set by the Customer shall be factory set or downloaded by the TVM

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manufacturer. Such downloads, up to three in quantity, shall be at no cost to the Customer during the warranty period.

4. Data Recording

The TVM shall be able to provide reports of the following types at a central location:

- Summary report indicating type and quantity of cards vended
- Report of amount of money inserted by amount and type
- Amount of money dispensed as change
- Amount collected via bank cards
- Amount re-charged on existing cards by type
- Test cards issued
- Money inserted for filling coin tubes
- Interior access log
- Transaction details
- Configuration confirmation

XLVI. TRAINING

A. Operations

The TVM manufacturer shall provide the services of a qualified technical person to conduct an on-site training session for the Customer and designated interested parties. There shall be one (1) such session provided as part of this contract, whose duration shall be approximately 4 to 6 hours, depending upon ticket and media types and module configuration. The training shall include:

- Overview of the TVM
- Loading tickets and change
- Access to all modules
- Fingertip maintenance
- Fare tables and data reporting
- Reading and understanding the reports
- Backroom operations
- Warranty Administration
- Question and answer session
- Security considerations

B. Maintenance

The TVM manufacturer shall conduct a two day TVM maintenance training program at the TVM manufacturer's factory facility. The Customer agrees to send not less than two persons to this maintenance program, with the Customer paying all travel and per diem expenses. The training shall include:

- Organization of the TVM
- Module removal and insertion
- Trouble shooting
- Preventive maintenance

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- Repair procedures
- Testing
- Loading cards, tickets, change
- Maintenance mode of operation
- Parts identification
- Warranty administration

XLVII. WARRANTY

A. Warranty Duration

1. Regular Warranty

The TVM shall be warranted against defects in materials, workmanship and operations for a period of 14 months after delivery to a given location or 12 months after installation, whichever comes first.

2. Optional Extended Warranty

The TVM manufacturer shall offer an extended warranty for an additional 12 and/or 24month period which would immediately follow the above noted regular warranty. Such an extended warranty shall be procured prior to the time the TVMs are initially delivered.

B. Conditions of Warranty

The following shall be the conditions under which the TVM manufacturer's warranty shall be exercised.

1. Problem Identification

The Customer shall be responsible for the identification and documentation of any and all problems associated with the proper operation of the TVM. This shall include, but not be limited to:

- The failure of any component or of the TVM
- Operation in a degraded manner due to component malfunction
- Improper encoding of tickets and/or cards
- Conflict between cash collected and counted vs amounts reported
- Failure of mechanical or electrical components

2. Component Removal and Replacement

The Customer shall be responsible for:

- The removal or any failed or problem component from the TVM
- Documenting the problem or reason for removal
- Obtaining authorization for return
- Wrapping defective unit and pre-pay freight to TVM manufacturer
- Obtaining replacement unit from TVM manufacturer
- Installing replacement unit in the TVM
- Performing such tests as are required to confirm solution

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3. **Repair and/or Replacement**

The TVM manufacturer shall, at his option, repair or replace any component, module or assembly that is returned under the warranty provision. Upon receipt, the TVM manufacturer shall test the returned component to confirm the nature of the problem encountered.

If it is found that there is a defect, it shall be corrected and the module in question or a similar one shall be returned to the Customer, prepaid by the TVM manufacturer.

If no problem is found, the TVM manufacturer may bill the Customer for administrative, inspection and shipping charges.

4. **Preventative Maintenance**

In order to have the warranty in effect by the TVM manufacturer, it is required that noted and required preventative maintenance be performed. The Customer shall be responsible for providing all materials, parts, labor and supervision for such a preventative maintenance program.

5. **On-Site Service**

The Customer shall be responsible for all on-site maintenance for the un-jamming and/or repair of the installed TVMs.

If a problem persists or affects all of the installed TVMs, the TVM manufacturer, at his option, may send a technician to the Customer site to investigate on a first hand basis the nature of the problem.

C. Exceptions to Warranty

The warranty shall be in effect as indicated herein. The warranty shall be voided if:

- Damage is done due to negligence, accident or act of God
- TVM is operated beyond stated specifications
- Unauthorized alterations are made to the TVM and/or modules
- Tickets and cards used are not to specifications
- Preventative maintenance is not performed
- Unauthorized parts are used for repairs

The warranty states TVM manufacturer's entire warranty and agency's sole and exclusive remedy related to the products and services provided by TVM manufacturer to agency. Except as expressly set forth above, TVM manufacturer makes no warranty of any kind whatsoever, and TVM manufacturer disclaims any warranties implied by law, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

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D. Warranty Administration

1. Spare Parts Provisioning

The Customer shall purchase from the TVM manufacturer adequate spare parts for the installed TVMs. The parts shall be in accordance with recommended quantities, based upon the number of TVMs in service.

The level of TVM availability shall be dependent upon the ability of the Customer to install spare modules in any TVM requiring remedial action.

2. Shipment of Parts to TVM manufacturer

The Customer shall be responsible for the removal of all parts and modules from a TVM which are to be sent to the TVM manufacturer for inspection, repair and/or replacement under the warranty provisions. The Customer shall pack the items in accordance with TVM manufacturer instructions and pre-pay all freight and insurance charges back to the TVM manufacturer's designated repair facility.

3. Return of Parts to Customer

Upon receipt of the returned parts or modules, the TVM manufacturer shall inspect the items and determine that repairs or replacement shall be made under the warranty provisions. If there is a question or dispute, the TVM manufacturer shall contact the Customer to provide explanation and obtain resolution. Repairs performed outside of the warranty shall be invoiced to the Customer on an agreed upon time and materials basis.

Parts or modules returned to the Customer shall have freight charges pre-paid by the TVM manufacturer.

The Warranty **will not** apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as light bulbs, nor does it apply to any damage, defect or failure caused by:

- (a) any part of the Equipment having been modified, adapted, transported or relocated by any person other than Contractor personnel, a Contractor authorized service agent or Contractor approved technician without Contractor's prior written consent;
- (b) Improper installation, operation or maintenance by buyer or a third party;
- (c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Contractor Equipment Manual;
- (d) failure to conform with the Equipment Operating Instructions in the applicable Contractor Equipment Manual;
- (e) Inaccurate or incomplete information or data supplied or approved by buyer;

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- (f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Contractor's prior written consent;
- (g) cosmetic damage;
- (h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Contractor personnel, a Contractor authorized service agent or Contractor approved technician; or
- (i) Force Majeure.

E. Limitation on damages

- The warranty required in this document will be the customer's exclusive warranty for the equipment. Contractor may specifically disclaim all other warranties of any kind, express or implied, including any warranties of fitness for a particular purpose and of merchantability.
- Contractor shall not be liable in tort, including liability in negligence or strict liability, and shall have no liability at all for injury to persons or property. Contractor's liability for failure to fulfill its obligations under this warranty or any other liability under or in connection with the equipment shall be limited to the amount of the purchase price of the equipment. The remedies stated in this warranty are the customer's exclusive remedies against contractor regarding the equipment.
- If contractor has been advised of the possibility of them, contractor shall not be liable for any indirect, incidental, special or consequential damages, including lost profits and revenues, failure to realize expected savings, any claim against a customer by a third party, or any other commercial or economic losses of any kind.
- The limitations and disclaimers are not made by contractor where prohibited by law.
- The warranty states contractor's entire warranty and agency's sole and exclusive remedy related to the products and services provided by contractor to agency. except as expressly set forth above, contractor makes no warranty of any kind whatsoever, and contractor disclaims any warranties implied by law, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

XLVIII. DAVIS BACON ACT

This contract is subject to the provisions of the Davis Bacon Act. The prevailing wage rates in effect can be found at the following web address:
<http://www.access.gpo.gov/davisbacon/ri.html>

XLIX. EQUIPMENT DELIVERY

The Authority will pay the vendor for the cost of the TVMs upon delivery to a secure location once proper documentation is received.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Invitation for Bid Number 13-25

BID PRICE SUBMITTAL WORKSHEET

L. BID PRICE SUBMITTAL INFORMATION

<u>Vendor</u>		Installation Costs	
Location	Cost of TVM (same for each location)	Indoor Cost	Outdoor Cost
Original Order	Kennedy Plaza 1		
	Kennedy Plaza 2		
	Pawtucket Transit Center		
	Providence Amtrak Station		
	Broad St. at Thurbers - Providence		
Optional Order	Providence Place Mall		
	North Main St. at University Heights		
	Broad St at Goff - Pawtucket		
	Broad St. at Jillson - Providence		
	Broad St. at Lockwood - Providence		

RIPTA reserves the sole discretion to choose TVM location. While RIPTA will fund first five TVM installations, RIPTA may decide to choose an option based on need.

The exact, specific location for each TVM has not been determined. The Authority will give more specific information on each location at the Pre-Bid Meeting to be held on February 26, 2013. Prospective Bidders are asked to refrain from visiting the specific sites until after the Pre-Bid Meeting.

One Time Costs (not contingent upon the number of TVMs installed)

Fare Table Administration Cost	
FIS Interface Cost	
Extended Warranty Annual Cost per year for years two to five.	
VIP Data System with connection for 3 workstations, training and documentation. VIP upgrades included at no additional cost during warranty period.	