



February 25, 2022

Dear Prospective Bidder:

Harbor Transit (HT) is seeking the services of a qualified professional appraiser for the valuation of property located on Ferris Street in Grand Haven Township MI, 49417-parcel number 70-07-10-300-032. The attached request for bid, project # 2022-02 describes the specific parcel and legal description along with all other requirements needed to submit a bid.

Proposals shall be emailed to HT on or before March 4, 2022 at 12:00 p.m., local time. The email address is procurement@harbortransit.org. The selected firm will be notified on March 4, 2022 by 5:00 pm local time. Questions regarding the procurement should be addressed to Dana Appel.

Sincerely,

Dana Appel

Finance and Compliance Director

HARBOR TRANSIT

440 N. Ferry Street

Grand Haven, MI 49417

dappel@harbortransit.org

(616) 842-3220 ext. 6

REQUEST FOR BIDS
FOR VALUATION SERVICES

ON PROPERTY LOCATED ON FERRIS AVE/US 31
GRAND HAVEN TWP, MI 49417

Project # 2022-02



HARBOR TRANSIT
440 N. Ferry Street
Grand Haven, MI 49417

Date Issued:	Friday, February 25, 2022
Date Due:	Friday, March 4, 2022 @ 12:00 p.m.

ACQUISITION OF VALUATION SERVICES

BACKGROUND

Harbor Transit (HT) is evaluating property that might be suitable for an administrative/bus facility on Ferris Street in Grand Haven Twp. MI. The property in question is listed as follows:

Parcel #70-07-10-300-032

The Permanent Parcel number for the parcel is 70-07-10-300-032, and is legally described below.”

Tax Description

PART OF SW 1/4 COM S 89D 17M 28S E 445 FT, S 89D 17M 28S E 251.87 FT, S 0D 11M 59S W 804.35 FT, N 89D 17M 28S W 30 FT, N 89D 22M 46S W 227.12 FT, N 89D 18M 37S W 132 FT, N 22D 27M 37S W 516.37 FT, S89D 17M 28S E 335.2 FT, TH N OD 22M 23S E 330 FT TO BEG. SEC 10 T7N R16W

SCOPE OF WORK

HARBOR TRANSIT is requesting valuation services for Parcel #70-07-10-300-032 to determine the fair market value of said property(s) located in Grand Haven Twp. Michigan, 49417. The final product should be prepared in conformance with the Uniform Appraisal Standards for Federal Land Acquisition (Yellow Book). The report should describe the data, reasoning and analysis used to develop the appraisal. The appraisal should also meet the Federal Transit Administration’s requirements for appraisals. At a minimum, the report will:

- I. state the identity of the client and any intended users, by name and type;
- II. state the intended use of the appraisal;
- III. describe the information sufficient to identify the real estate involved in the appraisal; including the physical and economic property characteristics relevant to the assignment;
- IV. state the real property interest appraised;
- V. state the purpose of the appraisal, including the type and definition of value and its source;
- VI. state the effective date of the appraisal and the date of the report;
- VII. describe sufficient information to disclose to the client and any intended users of the appraisal the scope of work used to develop the appraisal;
- VIII. state all assumptions, hypothetical conditions and limiting conditions that affected the analyses, opinions and conclusions;
- IX. describe the information analyzed, the appraisal procedures followed, and the reasoning that supports the analyses, opinions and conclusions;
- X. state the use of the real estate, existing as of the date of the value, and the use of the real estate reflected in the appraisal; and, when the purpose of the assignment is market value, describe the support and rationale for the appraiser’s opinion of the highest and best use of the real estate;

- XI. state and explain any permitted departures from specific requirements of STANDARD 1 and the reason for excluding any of the usual valuation approaches;
- XII. include a signed certification in accordance with Standards Rule 2-3.

SCHEDULE

The project should be completed within a maximum of 30 days but preferable as soon as possible after issue of a notice to proceed. Three copies of the final report should be provided to HARBOR TRANSIT.

COST PROPOSAL

Please submit your fee for the valuation service to:

Ms. Dana Appel
Finance and Compliance Director
Harbor Transit
440 N. Ferry Street
Grand Haven, MI 49417
procurement@harbortransit.org.

Questions should be addressed to Ms. Appel at (616) 842-3220 EXT. 6

The appraisal work will be awarded to the low, responsive and responsible bidder.

Cost proposals are due by 12:00 p.m. on *Friday March 4, 2022* and must be emailed to Ms. Appel at procurement@harbortransit.org.

Please be sure to include a signed copy of Debarment Certificate located in the next section.

DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. DBE Firm Name: _____

Address: _____

2. Dollar amount awarded: _____

3. Description of work to be performed : _____

4. CONTRACTOR'S COMMITMENT TO USE DBE FIRM

_____ is committed to utilize the DBE

(Name of Contractor)

contractor to utilize the above named DBE subcontractor/supplier in the manner
and amount described on this form.

Dated _____

(Authorized Signature)

5. DBE'S COMMITMENT TO PARTICIPATE

_____, as a DBE firm, is committed to

(Name of subcontractor/supplier)

perform the work as described above for the amount specified.

Dated _____

(Authorized Signature)

6. NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.

_____, has no subcontractor opportunities

(Name of subcontractor/supplier)

available for work to be performed.

Dated _____

(Authorized Signature)

If no DBE opportunities exist, please sign line 6.

BLANK forms are NOT acceptable. If DBE subcontractor opportunities are available please fill out sections 1 thru 5. If no subcontractor opportunities available fill out section 6. SIGNATURES ARE REQUIRED.

DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. **DBE Firm Name:** _____
Address: _____

Sub contractor
name and address

2. **Dollar amount awarded:** _____

Amount awarded to Sub contractor

3. **Description of work to be performed:** _____

Work description.

4. **CONTRACTOR'S COMMITMENT TO USE DBE FIRM** _____

Prime contractor fills out.

_____ is committed to utilize the DBE contractor to utilize the above
(Name of Contractor)
named DBE subcontractor/supplier in the manner and amount described on this form.

Dated _____ (Authorized Signature)

5. **DBE'S COMMITMENT TO PARTICIPATE** _____

Sub contractor fills out.

_____, as a DBE firm, is committed to
(Name of subcontractor/supplier)
perform the work as described above for the amount specified.

Dated _____ (Authorized Signature)

6. **NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.** _____

Prime contractor fills out.

_____, has no subcontractor opportunities available for work to be performed.
(Name of subcontractor/supplier)

Dated _____ (Authorized Signature)

**CERTIFICATION OF PRIMARY CONTRACTOR REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

The Primary Contractor, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offense enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above-named Primary Contractor is unable to certify to any of the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

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

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ 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

Date

Intentionally Left Blank

INSTRUCTION TO BIDDERS

Appraisal RFB

2) PROJECT BUDGET

The total Project budget will be determined by the final negotiated price between HARBOR TRANSIT and the successful bidder.

3) PRE-PROPOSAL CONFERENCE **NOT APPLICABLE**

A Pre-Proposal Conference will be held for all interested bidders on __ __, _____, at _____ at the HARBOR TRANSIT Administrative Offices. HARBOR TRANSIT reserves the right to postpone answers to any questions raised at this meeting until a later date. Any oral explanations provided by HARBOR TRANSIT during this meeting will not be binding upon HARBOR TRANSIT until they are reduced to a written form by HARBOR TRANSIT and given to all interested bidders. Bidders seeking a written response by HARBOR TRANSIT to their questions at the Pre-Proposal Conference are requested to submit their questions in writing to HARBOR TRANSIT in advance. HARBOR TRANSIT will make every effort available to respond at the Pre-Proposal Conference. Attendance at the Conference is not mandatory, but is encouraged by HARBOR TRANSIT.

4) TYPE OF CONTRACT

The Contract for this Project shall be a **firm fixed price type..**

5) PROJECT NUMBER(S)

All bidders and Contractors will include Project Number in all correspondence with HARBOR TRANSIT. The Project Number for this Project is 2012-02.

6) USE OF "HARBOR TRANSIT'S" NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS

HARBOR TRANSIT reserves the right to review and approve any advertising copy related to this Project in any way prior to publication. The successful bidder will not allow such

copy to be published in their advertisements or public relations programs until submitting such copy and receiving prior written approval from HARBOR TRANSIT. The successful bidder agrees that published information relating to this Project will be factual and in no way imply that HARBOR TRANSIT endorses the successful bidder's firm, service or product.

7) INTENT OF SPECIFICATIONS

It is the intent of these specifications to provide completed Project of substantial and durable construction in all respects, which will be most suitable and advantageous for HARBOR TRANSIT. Experimental or unproven equipment, materials or design will not be accepted without prior review and written acceptance by HARBOR TRANSIT.

8) APPROVED EQUALS AND DEVIATIONS

All bids must be in strict compliance with the requirements and provisions of these specifications, including the provisions herein regarding "approvals", "approved equals", and "deviations". Where a feature, component or item is specified by brand name in these specifications, the words "or approved equal" will apply. Where the approval of HARBOR TRANSIT is specifically required by these specifications in connection with a particular feature, or if the bidder proposes to submit a bid containing "approved equals" or "deviations" from specific requirements of these specifications, the bidder must obtain such approval, confirmed in writing, prior to the date for the bid opening. With respect to "approved equals" or "deviations", the details of same and the reasons and justifications therefor must be submitted to HARBOR TRANSIT, including a statement whether the bidder has previously furnished or offered to furnish the item in question, is herein specified. Bids may be submitted containing such "approvals", "approved equals", or "deviations", as are specifically approved by HARBOR TRANSIT, confirmed in writing, prior to the bid opening date. Each bid must be accompanied by documentation regarding any such approvals granted by HARBOR TRANSIT for the bid. Notice of any such approvals required by and/or granted to a bidder shall be furnished by HARBOR TRANSIT to other prospective bidders prior to the bid opening date. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a bid may be cause for its rejection. The decision of HARBOR TRANSIT, as represented by the Executive Director, shall be final with respect to whether any proposed deviations from the specifications are acceptable. It should be understood that specifying a brand name, components, and/or equipment in this specification shall not relieve the supplier from his responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying HARBOR TRANSIT of any inappropriate brand name, component, and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration.

9) PROTEST PROCEDURES

The following terms, conditions and appeal procedures will apply:

- (a) HARBOR TRANSIT reserves the right to postpone the bid opening or receipt of proposals for its own convenience.
- (b) Changes to the specifications will be made by addendum only.
- (c) Prime Contractors and subcontractors may make appointments to discuss the Project specifications. This, however, does not relieve them from the written documented requests required by paragraphs (d) and (f), following.
- (d) Requests for approved equals, clarification of specifications, and protest of specifications must be received by HARBOR TRANSIT in writing not less than nine (9) working days before the date of the scheduled bid opening or closing date for receipt of proposals. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.
- (e) HARBOR TRANSIT 's replies to requests under paragraph (d) above will be postmarked at least four (4) working days before the date scheduled for the bid opening or receipt of proposal.
- (f) A protest by any adversely affected person regarding restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the HARBOR TRANSIT Finance and Compliance Manager two (2) working days before the date scheduled for bid opening or receipt of proposal. The formal written protest shall state the name of the protester, a description of the Project, and the facts and law upon which the protest is based, and a statement as to what relief is requested.
- (g) Upon receipt of a protest, HARBOR TRANSIT shall immediately determine if the date for the bid opening or closing date for receipt of proposals should be postponed. If the bid opening or closing date is postponed, HARBOR TRANSIT will contact all Contractors and subcontractors who were furnished a copy of the specifications by HARBOR TRANSIT that an appeal has been filed and that the bid opening or receipt of proposals is postponed until a decision has been issued. Notice of the postponement will be made in writing by addendum.
- (h) Representatives of HARBOR TRANSIT and the protester shall meet within twenty-four (24) hours after receipt of the protest or at such a time as mutually agreed, to discuss all substantive issues raised in the protest. Upon completion of discussion between HARBOR TRANSIT and the protester, the HARBOR TRANSIT Executive Director

will transmit a final decision in writing to the protester within five (5) working days. The final decision will respond to each substantive issue raised in the protest. If the written decision cannot be issued within this time period, the protester will be notified in writing of the time extension. Upon issuance of the written decision, HARBOR TRANSIT will then issue appropriate addendum to reschedule the date for the bid opening or closing date for the receipt of proposal.

(i) Protests by any adversely affected person for reasons other than for restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the HARBOR TRANSIT Purchasing Manager not more than three (3) working days after the posting of the Notice of Award is made to the participating bidders. Upon receipt of a protest after Contract award, HARBOR TRANSIT shall immediately determine if work on the protested Project should be suspended until such time as the protest is resolved.

(j) Representatives of HARBOR TRANSIT and the protester shall meet within twenty-four (24) hours after receipt of the protest or at such time as mutually agreed to by both parties to discuss the protest. Upon completion of discussions between HARBOR TRANSIT representatives and the protester, HARBOR TRANSIT will issue a written decision to the protester within five (5) working days. If the written decision cannot be issued within this time period, the protester will be notified in writing of the time extension.

(k) Except as noted in paragraph (l), HARBOR TRANSIT will not open bids, receive proposals or award a contract if a formal written protest has been received and no final decision has been issued by the HARBOR TRANSIT Executive Director. After the issuance of a final decision, HARBOR TRANSIT will wait a minimum of five (5) working days before opening bids or proposals or before awarding a Contract for a Project.

(l) HARBOR TRANSIT may open bids, receive proposals and award a Contract for a Project while a protest is pending final disposition when the HARBOR TRANSIT Executive Director determines that:

- * The items to be procured are urgently required;
- * Delivery or performance will be unduly delayed by failure to make an award promptly; or,
- * Failure to make prompt award will otherwise cause undue harm to HARBOR TRANSIT or the Federal Government.

(m) Protester may request a reconsideration after a final decision has been issued by the HARBOR TRANSIT Executive Director within five (5) working days after the issuance of a final decision if new data or information becomes available that was not previously known, or there has been an error of law or regulation.

Any appeal or protest may be withdrawn at any time.

10) SUBMISSION OF BIDS

Sealed bids will be accepted until March 4, 2022, **at 12:00 p.m.**, local time. They shall be submitted to:

Dana Appel
Finance and Compliance Manager
HARBOR TRANSIT
440 N. Ferry Street
Grand Haven, MI 49417
procurement@harbortransit.org

Bids submitted to HARBOR TRANSIT shall include one (1) original and (2) copy(s).

11) SEALED PROPOSAL LABEL

The bidder should complete the enclosed "Sealed Proposal" label and attached it to the envelope containing the bid or proposal. HARBOR TRANSIT assumes no responsibility for the premature opening of sealed bids or proposals which do not have this label attached to the outside of the envelope.

12) MAILING BIDS/PROPOSALS

Bids or proposals submitted by mail shall be mailed a minimum of three (3) days prior to the bid opening date or date scheduled for receipt of proposals. Postmarks by the U.S. Postal Service or other mail delivery service is required. Postage meter dates are not acceptable. Bids or proposals which are not mailed in a timely manner and received after the scheduled bid opening or proposal submittal date will not be accepted.

13) DURATION OF OFFER

All bids or proposals shall remain in effect for a minimum of 60 days from the bid opening date or scheduled date for receipt of proposals. Offers that allow less than 60 days for acceptance by HARBOR TRANSIT will be considered non-responsive and will be rejected.

14) BID PRICE

- (a) Bid prices shall be submitted on the forms provided. Prices submitted in any other form may be considered non-responsive and may be rejected.
- (b) Bid prices shall be based on F.O.B. HARBOR TRANSIT, Grand Haven, Michigan.
- (c) The price stated in any bid submitted shall include all items of labor, materials, equipment, tools and other costs necessary to fully complete and deliver this Project pursuant to the specifications. It is the intention of these specifications to provide and require a complete project of the type prescribed. Any item or items omitted from such specifications which are clearly necessary for the completion of such Project and its appurtenances shall be considered a portion of such Project although not directly specified or called for in these specifications.
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15) TAX EXEMPTION

The HARBOR TRANSIT is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the bid or proposal prices. The HARBOR TRANSIT will provide necessary tax exemption certificates. This provision does not relieve the Contractor from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

16) DISCOUNTS

Prompt payment discounts will not be considered in the evaluation of proposals or bids. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the bidder. As an alternative to offering a prompt payment discount in conjunction with the offer, bidders awarded Contracts may include prompt payment discounts on individual invoices.

17) PAYMENT TERMS

HARBOR TRANSIT will make payment within thirty (30) days after delivery and final acceptance of the project. The Contractor may submit invoices to HARBOR TRANSIT prior to or upon delivery. Payment will not be made without an invoice.

18) PROJECT COMPLETION DATE

Bidders shall state in the bid or proposal the earliest possible date offered for completion of the Project. The date cannot exceed **30** calendar days from the date of the Notice to Proceed with the Project.

19) LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS

a) Any bid or modification to a bid received at the HARBOR TRANSIT office designated in the solicitation after the exact time specified for bid opening will not be considered and will be returned to the bidder unopened.

A bid may be modified or withdrawn in person by a bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the modification or withdrawal is made prior to the exact time set for opening of bids.

20) DETERMINATION OF SUCCESSFUL BIDDER

In determining the successful bidder, consideration is given to bid price, responsiveness of the bidder to the solicitation, and the bidder's responsibility. The Contract award for this Project will be made to the lowest, responsive and responsible bidder.

21) BIDDER QUALIFICATIONS

In order to be eligible for award, bidders must be responsive and responsible.

(a) Responsive offers are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Bids or proposals which do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

(b) Responsible bidders are those prospective Contractors who, at a minimum, must:

- 1) Have adequate financial resources, as required during performance of the Contract.
 - 2) Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - 3) Have a satisfactory record of past performance.
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- 4) Have necessary technical capability to perform.
- 5) Provide evidence satisfactory to HARBOR TRANSIT that the bidder will comply with the DBE requirements.
- 6) Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
- 7) Are qualified as a manufacturer or regular dealer of the items being offered.
- 8) Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

All prospective bidders may be requested to submit written evidence verifying that they meet the minimum criteria necessary to be determined a responsible Contractor. Refusal to provide requested information may cause rejection of the bid or proposal.

22) ACCEPTANCE OF BID

Each bid shall be submitted with the understanding that the acceptance in writing by HARBOR TRANSIT of the offer to furnish any or all goods or services described therein shall bind the bidder on his part to furnish and deliver at the bid price, in accordance with the condition of said accepted bid and specifications.

23) WITHHOLDING AWARD

This solicitation for bids or proposals does not commit HARBOR TRANSIT to award a contract, pay any costs incurred in preparation of bid or proposals in response to this solicitation, or to procure or contract for good or services. Bidder shall be responsible for all costs incurred as part of their participation in the pre-award process.

24) BID ACCEPTANCE, REJECTION, AND POSTPONEMENT

The HARBOR TRANSIT reserves the right to postpone, accepts, or reject any and all bids in whole or in part, on such basis as the HARBOR TRANSIT Board deems to be in its best interest to do so.

26) SINGLE BID RESPONSE

If only one (1) bid is received in response to the Invitation for Bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

26) DBE PARTICIPATION

In connection with the performance of this Contract, the successful bidder agrees to cooperate with HARBOR TRANSIT in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises (DBE). The policy and obligations for maximum utilization of DBE's are herein set forth:

(a) Policy - It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or apart with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR, Part 26 apply to this Agreement.

(b) DBE Obligation - HARBOR TRANSIT or its Contractor agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, 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, HARBOR TRANSIT or its Contractors shall take all necessary and reasonable steps in accordance with 49 CF, Part 26, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and to perform contracts. HARBOR TRANSIT and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Requirements and goals for Disadvantaged Business Enterprise participation in this Project are as follows:

A minimum of zero percent (0%) of the total contract price, as awarded, shall be established as a goal to be made available to certified DBE's. Compliance with the percentage goal may be fulfilled by DBE's performing as either:

- 1) A member of a joint venture as a prime contractor;
- 2) An approved subcontractor;
- 3) An owner-operator of equipment;
- 4) A renter of equipment to a prime contractor;
- 5) A firm manufacturing and supplying goods used in the project;

- 6) A firm supplying goods used in the project (when supplying goods, only 60 percent (60%) will be counted).

Prior to Contract award, the apparent successful bidder shall submit a written assurance of meeting the above goals and shall include names of DBE subcontractors, addresses of contact persons, a description of work to be performed and dollar values of each proposed DBE subcontract. This information shall be submitted on the attached 'DBE Participation Form' furnished with this solicitation.

If the goals were not met, the bidder must demonstrate that sufficient good faith efforts were made to meet the DBE contract goals and shall document the steps he has taken to obtain DBE participation.

Failure to provide required documentation of good faith efforts may be reason for disqualification of the Bid / Proposal.

Bidders good faith efforts will include the following actions.

- ❑ Soliciting through all reasonable and available means the interest of all certified DBE's who have the capability to perform work under the contract. This shall include attendance at pre-bid meetings, advertising and /or written notices. the bidder shall allow sufficient time to allow the DBE's to respond to the solicitation.
- ❑ Selecting portions of the work to be performed by DBE's.
- ❑ Providing interested DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- ❑ Negotiations in good faith with interested DBE's. It will be the responsibility of the bidder to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or materials consistent with the available DBE's. Evidence of negotiations shall include the names, addresses, and telephone numbers of DBE's that were considered and a description of the information provided regarding the plans and specifications for the work selected for subcontractors, and evidence as to why additional agreements could not be reached for DBE's to perform the work.
- ❑ Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- ❑ Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance as required.
- ❑ Efforts to assist interested DBE's in obtaining necessary equipment, supplies, materials, or related assistance or services.
- ❑ Use of services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

- The prime contractor agrees not to terminate for convenience a DBE subcontractor, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without HARBOR TRANSIT 's prior written consent. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor agrees to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated.
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27) DEBARMENT AND SUSPENSION

Bidders shall complete and submit as part of their bid, the Certification of Primary Contractor Regarding Debarment, Suspension, And Other Responsibility Matters for all projects when the total aggregate value of the contract exceeds \$25, 000. The bidder shall also submit a list of subcontracts and subcontractors which will have a financial interest in this Project which exceeds \$25,000 or will have a critical influence on or a substantive control over the Project. A Certification of Lower-Tier Participants Regarding Debarment, Suspension, And Other Ineligibility and Voluntary Exclusions shall be submitted by the bidder to HARBOR TRANSIT for each listed subcontractor prior to contract award.

During the term of the Contract the successful bidder will be required to immediately notify HARBOR TRANSIT of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

28) LOBBYING CERTIFICATION

Bidders shall complete and submit as part of their bid the Certification of Restrictions on Lobbying for all projects when the total aggregate value of the contract exceeds \$100,000. The Contractor shall also submit a list of subcontracts and subcontractors which will exceed \$100,000. A Certification of Restrictions on Lobbying shall be submitted by the bidder to HARBOR TRANSIT for each listed subcontractor prior to contract award.

29) PRODUCT DESCRIPTION

Bids or proposals must be accompanied by a comprehensive description of bidder's product. This description shall include drawings, overall dimensions and photographs which show the construction characteristics and explain the operation of the bidder's product. The descriptive literature shall also include information on design details, components, performance characteristics, methods of manufacture and assembly. The descriptive literature is required for the purpose of evaluation and award. Failure of the descriptive literature to show that the product proposed conforms to the specifications and other requirements of this solicitation may result in rejection of the bid or proposal. Additionally, failure to submit the descriptive literature will require rejection of the bid or proposal. The quality of standard components not covered by the language of these specifications will be a factor in determining an award. No advantage shall be taken by the bidder or manufacturer in the omission of any part or detail which goes to make the product complete and ready for service, even though such part is not mentioned in this specification. All units or parts not specified shall be Contractor's standard units or parts and shall conform in materials, design and workmanship to the best practices known in the industry. All parts will be new and in no case will used, reconditioned, or obsolete parts be accepted without prior review and written acceptance by HARBOR TRANSIT .

30) DEMONSTRATION

Bidder may be requested to demonstrate to HARBOR TRANSIT the capability of their proposed product to perform and function as herein called for by this specification. The demonstration shall be at no expense to HARBOR TRANSIT in compliance with provisions outlined in the technical specifications contained herein.

31) PAYMENT TERMS

Not Applicable

HARBOR TRANSIT will make payment in accordance with the following payment schedule, unless specified elsewhere.

~~50% within 30 days of delivery~~
~~20% within 30 days of installation~~
~~30% within 30 days after acceptance~~

The Contractor shall submit invoices to HARBOR TRANSIT prior to or upon delivery. Payment will not be made without an invoice. Partial payments do not constitute acceptance.

CONTRACT PROVISIONS

Equipment and Services

1) DURATION OF CONTRACT

This Contract shall become effective on March 04, 2022 and shall remain in effect through April 04, 2022. This Contract may be extended for up to two additional 30-day periods with the concurrence of both parties.

2) PROJECT STARTUP

The Contractor agrees to commence work on this Project immediately upon the signing of this Contract by both parties and the issuance of a Notice to Proceed by HARBOR TRANSIT

3) PROJECT COMPLETION (HARBOR TRANSIT Board)

This Project shall be completed 30 days after execution of this Contract by both parties and issuance of a Notice to Proceed by HARBOR TRANSIT.

4) PROJECT COMPLETION (Notice to Proceed)

This Project shall be completed 30 days after Contract award by the HARBOR TRANSIT Board.

5) CONTRACT AMOUNT AND PAYMENT (Lump Sum)

HARBOR TRANSIT agrees to pay and the Contractor agrees to accept as payment in full the amount of \$ [REDACTED].

6) CONTRACT AMOUNT AND PAYMENT (Payment in Full)

HARBOR TRANSIT agrees to pay and the Contractor agrees to accept as payment in full the amounts shown in Exhibit [REDACTED], Payment Schedule.

7) CONTRACT AMOUNT AND PAYMENT (Payment Schedule)

HARBOR TRANSIT agrees to make payments for this Project in accordance with the Payment Schedule included as Exhibit . The Contractor agrees to accept these amounts as payment in full.

8) PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any progress payment or payments by HARBOR TRANSIT, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work of any portion thereof, and shall in no way lessen the ability of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Material, components or workmanship which does not conform to the instruction of these Contract requirements and specifications, or are not equal the samples submitted to and approved by HARBOR TRANSIT will be rejected and shall be replaced by the Contractor without delay.

9) LIQUIDATED DAMAGES

Not Applicable

In the event of delay in the completion of deliveries of the Valuation Services (Description of item or product) beyond the dates specified in the Contract and not subject to the Contract's Unavoidable Delay provision, HARBOR TRANSIT shall assess, as liquidated damages, \$100.00 per calendar day. These damages shall be deducted from any monies due, or which may thereafter become due to the Contractor under this Contract. Further, the Contractor agrees that sums assessed as liquidated damages shall not be considered penalties but reflect the cost to HARBOR TRANSIT for _____.

(state basis for determining damages)

10) AGREEMENT CHANGES

Additions, deletions or modifications to this Agreement may be made only in accordance with a written agreement between the parties, signed on behalf of HARBOR TRANSIT by its Board of Directors or the Transportation Director.

11) DISPUTES

Except as otherwise provided in the Contract, any dispute concerning a question of fact arising under the Contract which is not disposed of by agreement shall be decided by the HARBOR TRANSIT Transportation Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the HARBOR TRANSIT Transportation Director shall be final, 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 not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute thereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with HARBOR TRANSIT Transportation Director's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on a question of law.

11) PATENT, TRADEMARK, COPYRIGHT, AND TRADE SECRET INFRINGEMENT

The Contractor warrants that the goods and services do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold HARBOR TRANSIT , its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Contract. HARBOR TRANSIT shall promptly notify the Contractor of any such claim. HARBOR TRANSIT makes no warranty that the production, sale or use of goods or services under this Contract will not give rise to any such claim and HARBOR TRANSIT shall not be liable to the Contractor for any such claim brought against the Contractor.

12) INDEMNIFICATION

The Contractor agrees to indemnify and hold HARBOR TRANSIT , its officers, agents, employees and/or trustees, harmless from and against any and all claims or causes of action brought against HARBOR TRANSIT and from any and all damages, losses, expenses, attorneys' fees, costs and liabilities sustained by HARBOR TRANSIT arising out

of any claimed defect in the goods or services supplied by the Contractor, any claimed improper manufacture, design, design drawings, specifications, materials or repairs provided by the Contractor pursuant to the Contract, and any claim by a third party for patent, trademark, copyright, or trade secret infringement. The Contractor's obligation under this paragraph shall include the obligation to indemnify and hold HARBOR TRANSIT harmless for its own negligence whether active, passive or concurrent, in the performance of HARBOR TRANSIT 's duties and obligations pursuant to the Contract.

13) PATENT RIGHTS

If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor shall notify HARBOR TRANSIT immediately and provide a detailed report. The rights and responsibilities of HARBOR TRANSIT, the Contractor, and FTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

14) RIGHTS IN DATA

The Contractor agrees to comply with the following provisions:

(a) 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 Agreement. The term includes graphic or pictorial delineations 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. Examples 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 does not include financial reports, cost analyses, and similar information incidental to Project administration.

(b) The following restrictions apply to all subject data first produced in the performance of this Agreement:

(1) Except for its own internal use, HARBOR TRANSIT may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may HARBOR TRANSIT authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to Agreements with academic institutions.

a) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

b) Any rights of copyright to which HARBOR TRANSIT, sub-recipient, or a third party contractor purchases ownership with Federal assistance.

Paragraphs (2)b), (2)c), and (2)d) of this Agreement do not apply to material furnished to HARBOR TRANSIT and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by HARBOR TRANSIT at the time of delivery of such work.

15) COVENANT AGAINST GRATUITIES

The Contractor warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of HARBOR TRANSIT with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of Contract.

16) ASSIGNABILITY

The terms and provisions of the Contract documents shall be binding upon HARBOR TRANSIT and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. The rights and obligations of the Contractor under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without HARBOR TRANSIT's prior written consent. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval by HARBOR TRANSIT of the subcontractor.

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

17) PRICE WARRANTY AND COMMISSIONS

The price to be paid by HARBOR TRANSIT shall be that stated in this Contract which the Contractor warrants to be no higher than the Contractor's current prices on orders by others for goods similar to those covered by this Contract for similar quantities under similar conditions and methods of purchase. In the event the Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on

orders by others, or in the alternative at HARBOR TRANSIT 's sole discretion, HARBOR TRANSIT may cancel this Contract without liability to the Contractor for breach. 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 commission, percentage, brokerage or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, HARBOR TRANSIT shall have the right in addition to any other rights, to cancel this Contract without liability and to deduct from the Contract price or otherwise recover from the Contractor the full amount of such commission, percentage, brokerage or contingent fee.

18) RECORD RETENTION

During the course of the Project and for three (3) years thereafter, the Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as the Harbor Transit may require. Reporting and record keeping requirements for governmental recipients are set forth in 49 CFR Part 18. Reporting and record keeping requirements for private nonprofit and for-profit recipients, are set forth in OMB Circular A-110. Project close out does not alter these requirements.

19) CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any or all of which may arise out of or result from the Contractor's operations under the Contract, or from any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than the limits specified below. HARBOR TRANSIT shall be named as additionally insured in respect to all liability insurance policies. All policies shall contain an endorsement that written notice shall be given to HARBOR TRANSIT prior to termination, cancellation or reduction in coverage in the policy. Certificates of such insurance shall be filed with HARBOR TRANSIT prior to the start of the Contract.

(a) Worker's compensation insurance shall be in the amount and coverage required by the State of Michigan to protect it from claims under the Worker's Compensation Act and other employee benefit acts.

(b) General comprehensive liability insurance, including bodily injury and death, and property damage insurance in the minimum amount of \$1,000,000 per occurrence.

Automobile liability and garage keepers' liability, including bodily injury and property damage, insurance in the minimum amount of \$2,000,000 per occurrence.

20) UNAVOIDABLE DELAYS

If delivery of completed Project under this Contract should be unavoidably delayed, the HARBOR TRANSIT Transportation Director will extend the time for completion of the Contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonable expected to occur in connection with or during the Contractor's performance; was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents; was substantial and in fact caused the Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

21) NOTIFICATION OF DELAY

The Contractor will notify the Transportation Director as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay completion of this Project. Within five (5) working days, the Contractor will confirm such notice in writing, furnishing as much detail as is available.

22) REQUEST FOR EXTENSION

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

23) CONTRACTOR'S REPRESENTATIVE

Prior to the start of Contract performance, the Contractor shall advise HARBOR TRANSIT in writing of the primary and alternate representatives (including phone numbers) who will have management responsibility for the total Contract effort to receive and act on technical matters and resolve problems of a contractual nature.

24) HARBOR TRANSIT'S REPRESENTATIVES

Prior to the start of Contract performance, the HARBOR TRANSIT Transportation Director will furnish a letter to the Contractor indicating the personnel who will represent HARBOR TRANSIT in the administration of this Contract to insure successful performance. Such letter shall include the specific duties of each individual and their limits of authority.

25) INSTRUCTIONS BY UNAUTHORIZED THIRD PERSONS

In accordance with the Contract Changes provision of the Contract, The HARBOR TRANSIT Transportation Director or his/her authorized representative are the only persons authorized to make changes within the general scope of the Contract.

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

26) TERMINATION OF AGREEMENT

This agreement may be terminated for reasons of convenience or default.

a) Termination For Convenience: HARBOR TRANSIT may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to or paid for by HARBOR TRANSIT, the Contractor will account for same, and dispose of it in the manner HARBOR TRANSIT directs.

b) Termination For Default: If the Contractor does not deliver the complete Project in accordance with this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, HARBOR TRANSIT may terminate, revoke or rescind this Agreement for default. Termination, revocation or rescission shall be effected by serving notice on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for the portions of the Project furnished, accepted, and found in compliance with the terms and conditions of this Agreement.

If it is later determined by HARBOR TRANSIT that the Contractor has an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of, or are beyond the control of the Contractor, HARBOR TRANSIT, after setting up a

new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Termination, revocation or rescission of this Agreement for default shall not affect or impair any rights or claims of HARBOR TRANSIT to damages for breach of any covenants of this Agreement by the Contractor. Further, should the Contractor fail to comply with the conditions of the Agreement or fail to complete the specified work or furnish the specified services as stipulated in the Agreement, HARBOR TRANSIT reserves the right to purchase on the open market, or to complete the required work at the expense of the Contractor and to pursue all other recoveries available to HARBOR TRANSIT under Michigan law.

In the event of a dispute under this Agreement, HARBOR TRANSIT and the Contractor agree that proper venue for purposes of litigation shall be Ottawa County, Michigan.

27) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

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

28) DBE PARTICIPATION

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

A minimum of 0% percent of the total contract price, as awarded, shall be awarded to certified DBEs by the Contractor.

29) DEBARMENT AND SUSPENSION

The Contractor agrees to comply with U. S. Department of Transportation regulations, "Government Debarment and Suspension (Nonprocurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of the bidder to submit the Certification Of Primary Contractor Regarding Debarment, Suspension, And Other Responsibility Matter for all projects when the total aggregate value of the Contract exceeds \$25,000 and to submit a Certification Of Lower Tier Participation Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusions for each subcontractor which will have a financial interest in this Project which exceeds \$25,000 or will have a critical influence on or a substantive control over the Project.

During the term of the Contract the Contractor agrees to immediately notify HARBOR TRANSIT of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

The Contractor shall submit with each request for payment a list of all subcontractors to this contract which have a financial interest in this Project which exceeds \$25,000 or have had a critical influence on or substantive control over the Project and submit evidence that the appropriate certificate has been submitted and that they remain valid.

HARBOR TRANSIT will not make payment to the Contractor or a subcontractor which 1) does not comply with this contract provisions, or, 2) is not in compliance with the above-cited federal requirements.

30) ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

Environmental Protection. The Contractor agrees to comply with applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; section 14 of the Federal Transit Act, as amended, 49 USC app. §§ 1610; Council on Environmental Quality regulations, 40 CFR Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact And Related Procedures" at 23 CFR Part 771 and 49 CFR Part 622. Air Quality. The Contractor agrees to comply with applicable requirements of EPA regulations, "Conformity To State Or Federal Implementation Plans Of Transportation Plan, Programs, And Project Developed, Funded Or Approved Under Title 23 USC Or The Federal Transit Act", 40 CFR Part 51, Subpart T; and "Determining Conformity Of Federal Actions To State Or Federal Implementation Plans", 40 CFR Part 93. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation and control measure incorporated in the Project. The Contractor agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project set forth in the SIP. EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Contractor should be aware that the following EPA regulations, among others, may apply to its Project; "Control Of Air Pollution From Motor Vehicles And Motor Vehicle Engines", 40 CFR part 85; "Control Of Air Pollution From New And In-Use Motor Vehicles And New And In-Use Motor Vehicle Engines: Certification And Test Procedures", 40 CFR Part 86; and "Fuel Economy Of Motor Vehicles", 40 CFR Part 600. Use Of Public Lands. No publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, State, or local significance may be used for the Project unless specific findings required by 49 USC § 303 are made by U.S. DOT. Historic Preservation.

The Contractor agrees to assist the Government (FTA) to comply with section 106 of the National historic Preservation Act, 16 USC § 470f, involving historic and archaeological preservation by:

- a) Consulting the State Historic Preservation Officer on the conduct of investigations, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic And Cultural Properties", 36 CFR Part 800, to identify properties and resources listed in or eligible for inclusion in the National Register Of Historic Places that may be affected by the Project, and notifying the Government (FTA) of the existence of any such properties; and,
- b) Complying with all Federal requirements to avoid or mitigate adverse effects upon such properties.

Energy Conservation. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy And Conservation Act, 42 USC §§ 6321 et seq.

Mitigation of Adverse Environmental Effects. Should the proposed Project cause adverse environmental effects, the Contractor agrees to take all reasonable steps to minimize such effects pursuant to 49 USC app. § 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. The Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 USC § 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in and made part of this Agreement by reference. As soon as the Government and the Contractor reach agreement on any mitigation measures that have been deferred, those measures will then be incorporated into this Agreement. Such mitigation measures may not be modified or withdrawn without the express written approval of the Government.

31) LABOR PROVISIONS: NON-CONSTRUCTION CONTRACTS

Pursuant to regulations set forth in 29 CFR, Part 5, the Contractor agrees to comply with applicable labor provisions for non-construction contracts. Requirements for compliance are as follows.

- a) 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 work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.
- b) Violation; Liability For Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subparagraph (b)(1), 29 CFR, Section 5.5, 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 (in the case of work done under contract for the District of Columbia or a Territory, to such District or such Territory) for liquidated damages. Such liquidated damages shall be computed with respect to each employed in violation of the clause set forth in Subparagraph (b)(1) of 29 CFR, Section 5.5, in the sum of \$10 for each calendar day in which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in Subparagraph (b)(1) of 29 CFR, Section 5.5.

c) Withholding For Unpaid Wages And Liquidated Damages: FTA or HARBOR TRANSIT shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subparagraph (b)(2) of 29 CFR, Section 5.5.

d) Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Subparagraph (a) through (d) of this provision 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 Subparagraphs (a) through (d) of this paragraph, Non-Construction Contracts: The requirements clauses contained in 29 CFR, Section 5.5 (b) or paragraphs (a) through (d), are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

32) TITLE VI COMPLIANCE OF THE CIVIL RIGHTS ACT OF 1964

The Contractor agrees to comply with, and assure the compliance by its subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act

of 1964, 42 USC § 2000d; U.S. DOT regulations, "Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation -- Effectuation Of Title VI Of The Civil Rights Act", 49 CFR Part 21.

33) COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor warrants that it is and will remain in compliance with all federal, state, and local laws, regulations, and ordinances relating to the manufacture, sales, and delivery of the goods and services sold to HARBOR TRANSIT in connection with this Contract.

34) NOTICE OF FEDERAL REQUIREMENTS

The Contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date an Agreement was executed may be modified from time to time. The Contractor agrees that the changed requirements will apply to the Project as required. All standards or limits set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

35) PROHIBITED INTEREST

No HARBOR TRANSIT employee, officer, or agent, including any member of an evaluation committee for a HARBOR TRANSIT project, may participate in the selection, award, or administration of a HARBOR TRANSIT contract if a real or apparent conflict of interest would exist. Such a conflict would exist when any of the parties set forth below has a material financial or other interest in a firm selected for award:

any employee, officer, or agent of HARBOR TRANSIT; any member of his/her immediate family;

his/her partner; or an organization employing or about to employ any of the above.

Any interest as owner or stockholder of one percent (1%) or less in such a firm shall not be deemed to be a material financial interest, but serving as Director, officer, consultant, or employee of such an organization would be deemed a material interest.

36) AUDIT AND INSPECTION

For contract awards not based on competitive bidding procedures as defined by the Secretary Of Transportation, the Contractor agrees to permit the Secretary Of Transportation and the Comptroller General of the United States, or their duly authorized representative, to inspect all work, materials, payrolls, and other data and

records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

37) EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. 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. The Contractor shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its third-party contracts for Project implementation, except contracts for standard commercial supplies or raw materials and construction contracts, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

38) LOBBYING CERTIFICATION

During the term of this Contract the Contractor agrees to comply with the provisions of 31 USC section 1352, which prohibit the use of Federal funds for lobbying by any official or employee of any Federal agency, or member or employee of Congress; and requires the Contractor to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance. The Contractor agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying", 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$100,000.

The Contractor and all subcontractors in receipt of contracts exceeding \$100,000 shall submit Standard Form LLL quarterly to HARBOR TRANSIT. The Contractor shall also submit with each request for payment 1) a list of each contractor and subcontractor that is subject to the Lobbying Certification, 2) certifications or evidence of certification for all subcontractors, 3) information regarding material changes in the previous certifications or disclosures, and, 4) Standard Form LLL or evidence that the form was previously submitted to HARBOR TRANSIT.

HARBOR TRANSIT will not make any payment to the Contractor or a subcontractor which 1) does not comply with this contract provisions, or, 2) is not in compliance with the above-cited federal requirements.

39) AMERICANS WITH DISABILITIES ACT

The Contractor agrees to and assures that any subcontractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; section 16 of the Federal Transit Act, as amended, 40 USC app. § 1612; and the following regulations and any amendments thereto:

U.S. Dot regulations, "Transportation Services For Individuals With Disabilities (ADA)", 49 CFR Part 37;

U.S. Dot regulations, "Nondiscrimination on The Basis Of Handicap In Programs And Activities Receiving Or Benefiting From Federal Financial Assistance", 49 CFR Part 27;

U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications For Transportation Vehicles", 49 CFR Part 38;

Department Of Justice (DOJ) regulations, "Nondiscrimination On The Basis Of Disability In State And Local Government Services", 28 CFR Part 35;

DOJ regulations, "Nondiscrimination on The Basis Of Disability By Public Accommodations And In Commercial Facilities", 28 CFR Part 36;

General Services Administration regulations, "Accommodations For The Physically Handicapped", 41 CFR Subpart 101-19;

Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of The Americans with Disabilities Act", 29 CFR Part 1630;

Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for The Hearing And Speech Disabled", 47 CFR Part 64, Subpart f; and,

FTA regulations, "Transportation for Elderly And Handicapped Persons", 49 CFR Part 609.

40) PRIVACY

The Contractor agrees:

a) To comply with the Privacy Act of 1974, 5 USC § 552a, and regulations thereunder, when performance under the Project involves the design, development, or operation of any system of records on individuals to be operated by the Recipient, its third party contractors, subrecipients, or their employees to accomplish a Government function;

b) To notify the HARBOR TRANSIT when the Contractor, subcontractor, or their employees anticipate operating a system of records on behalf of the HARBOR TRANSIT in order to implement the Project, if such system contains information about individuals retrievable by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in carrying out this Project until the necessary and applicable approval and publication requirements have been met. The Contractor, subcontractor, and their employees agree to correct, maintain,

disseminate, and use such records as required by the Act, and to comply with all applicable terms of the Act;

c) To include in every solicitation and in every third party contract and sub-agreement when the performance of work under that proposed third party contract or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third party contract or sub-agreement to accomplish a HARBOR TRANSIT function, a Privacy Act notification informing the third party contractor, or subrecipient that it will be required to design, develop, or operate a system of records on individuals to accomplish a Government function subject to the Privacy Act of 1974, 5 USC § 552a, and Federal agency regulations, and that a violation of the Act may involve the imposition of criminal penalties.

41) REMEDIES / BREACH OF CONTRACT

If the Contractor breaches any provision in this Contract, the Contractor agrees to reimburse HARBOR TRANSIT for all damages suffered, including but not limited to incidental, consequential and other damages, as well as lost profits. The remedies in this Contract shall be cumulative and in addition to any other remedies allowed to HARBOR TRANSIT under applicable law. No waiver by HARBOR TRANSIT of any breach or remedy shall be a waiver of any other breach or remedy.

42) DBE SUBCONTRACTOR'S PAYMENT & REPORTING REQUIREMENTS

A) Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from HARBOR TRANSIT. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of HARBOR TRANSIT. This clause applies to both DBE and non-DBE subcontractors.

B) Contractor Reporting Requirements

The prime contractor agrees to count only the value of the work actually performed by the DBE firm toward its overall DBE goal. When a DBE performs as a participant in a joint venture, the prime contractor agrees to count the portion of the work of the contract that the DBE performs with its own forces toward its DBE goal only if the DBE is performing a commercially useful function of the contract. The factors listed in 49 CFR Part 26 will be used to determine whether a DBE trucking firm is performing a commercially useful function. The prime contractor understands that expenditures with DBEs for materials or supplies toward DBE goals will be counted according to the

factors listed in 49 CFR Part 26. The prime contractor agrees to meet with the HARBOR TRANSIT DBE Liaison Officer for the purpose of verifying contractor reporting requirements prior to the signing of a contract.

C) Legal and Contract Remedies

The prime contractor agrees to report quarterly to the HARBOR TRANSIT DBE Liaison Officer on all payments made to DBE subcontractors. Further, the contractor shall provide all copies of canceled checks made to DBE subcontractors showing proof of actual payment. The prime contractor understands that failure to report quarterly to the HARBOR TRANSIT DBE Liaison Officer may result in the termination of this contract or such other remedy as HARBOR TRANSIT deems appropriate.

The prime contractor understands that HARBOR TRANSIT will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT inspector General, action under suspension and debarment of Program Fraud or Civil Penalties rules) provided in 26.109. The prime contractor understands that HARBOR TRANSIT will consider similar action under their own legal authorities, including responsibility determinations in future contracts.

43) OSHA REQUIREMENTS

The Contractor expressly warrants that all materials, supplies, and equipment provided under this Contract are provided in full compliance with the Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders issued pursuant thereto, and all other federal and state safety and health statutes. All sales of hazardous materials as defined in Title 29 of the cost of Federal Regulation, Chapter VII, parts 1501-1503, shall be accompanied by a completed U.S. Department of Labor "Materials Safety Data Sheet", Form OHFA-20 by the Contractor for each good sold to HARBOR TRANSIT.

46) CHANGE ORDERS

HARBOR TRANSIT 's Transportation Director, at any time by written order and without notice to the sureties, may make changes within the general scope of this Contract in (i) drawings, designs or specifications where the supplies to be furnished are to be specially manufactured for HARBOR TRANSIT in accordance therewith; (ii) method of shipment of packing; (iii) place of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modifications of the Contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by

the Contractor of the notification of change; provided that HARBOR TRANSIT's Transportation Director, if he decides that the facts justify the action, may receive and act upon any such claim. Nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

47) PRODUCT WARRANTY

The Contractor expressly warrants that the goods provided under this Contract shall conform to all specifications, drawings, and other descriptions of the goods made by the Contractor or contained in specifications furnished to the Contractor by HARBOR TRANSIT, and shall be free from all defects in material, design and workmanship. The Contractor also expressly warrants that the goods are merchantable and fit for the particular purpose intended by HARBOR TRANSIT. The warranties of the Contractor contained in this Contract extend to future performance of the goods sold under this Contract. The Contractor further agrees not to attempt to limit or to exclude any remedies for damages, whether incidental, consequential or otherwise.

48) WARRANTY AND GUARANTEE

The Contractor hereby warrants to HARBOR TRANSIT that all of the equipment furnished under the procurement shall be free from defects in material and workmanship under normal operating use and service. The Contractor shall provide such a Warranty beginning at the time of final acceptance of the system and continuing for a period of one (1) year on all equipment. The Warranty shall cover all parts and labor costs during the Warranty period. The remedial work to correct any of the potential deficiencies shall include the repair or replacement, at the Contractor's option, of equipment, components, devices and/or material. It is expressly understood that this Warranty covers all parts and labor costs necessary and that all cost for the necessary labor and material during the Warranty period shall be borne by the Contractor and not by HARBOR TRANSIT except as provided for herein.

The Contractor also agrees to provide all labor and material to replace, during the period of this Warranty, without expense to HARBOR TRANSIT, any and all parts which may be damaged due to defects in, or failure of such parts or of any other part or parts of the equipment furnished under the procurement. HARBOR TRANSIT shall maintain the equipment in accordance with the Contractor's instructions in order to maintain this Warranty, and the Contractor shall be responsible for all shipping charges. Contractor shall be solely responsible for all materials and workmanship, including all specialties and accessories, whether manufactured by it or others, used in the equipment and for adequate installation and connection of all equipment, accessories, specialties and components. Under no conditions shall Contractor delegate this responsibility to suppliers or other sources.

Any apparatus, device or material which, in the sole opinion of HARBOR TRANSIT, requires excessive service during its operation, shall be brought to the attention of the

Contractor by HARBOR TRANSIT at the conclusion of the first year but prior to the expiration of the Warranty. The Contractor shall be required to repair or replace the apparatus, device or material (at his or her determination of the problem and its cause) at no expense to HARBOR TRANSIT. Should a "class failure" be involved, the Contractor may be required by HARBOR TRANSIT to extend the Warranty on that item until the requirement for excessive service is eliminated. Excessive service is defined as three (3) failures (an event or failure of a given device and/or component in a unit or units which renders the unit or units inoperative and/or unsuitable for the intended purpose) or malfunctions (an event or failure of a given device and/or component in a unit or units which causes a degraded performance of the equipment, but does not render the equipment inoperative) during the Warranty period. A "class failure" is a failure of a given component and/or device in five percent (5%) of the equipment provided during the Warranty period. The determination of a "class failure" shall be by HARBOR TRANSIT and shall assume that all equipment within its respective category has these defects and shall ultimately experience these same failures.

In the event the Contractor fails to comply within ten (10) working days to a request by HARBOR TRANSIT to repair, replace or correct damaged or defective work, materials, specialties, equipment and accessories, HARBOR TRANSIT shall, upon written notice to the Contractor, have authority to deduct the cost of labor and material incurred by HARBOR TRANSIT itself in making such repairs from any compensation due or to become due the Contractor. In the event the Contractor has been paid, the Contractor agrees to reimburse HARBOR TRANSIT for the cost thereof. It is understood, however, that the said Warranty or Guarantee will not apply to any equipment which has been repaired or altered without the knowledge or consent of the Contractor and which repair or altering affected its stability and/or reliability; nor will said Warranty or Guarantee apply if the equipment has been subjected to other than normal use under conditions which prevail in HARBOR TRANSIT service. The burden of proof for any negligence on the part of HARBOR TRANSIT shall rest with the Contractor. Temperature, humidity, bus vibration and ambient electric conditions shall be considered normal operating conditions for this equipment. The Warranty shall not cover the replacement and maintenance items (such as light bulbs) made in connection with normal maintenance service.

Labor costs for HARBOR TRANSIT to diagnose and to exchange faulty components, subassemblies or equipment and the shipping costs to return such items to a service location nominated by the Contractor for repair or replacement as provided for herein shall be at the expense of the Contractor. The shipping costs, including packing and insurance, to ship repaired or replaced items to HARBOR TRANSIT shall be at the expense of the Contractor.

Contractor guarantees that a stock of replacement parts for the equipment and all components thereof will be available for a period of not less the fifteen (15) years after the date of acceptance of the completed system under this Contract by HARBOR TRANSIT.

The above Warranties are in addition to any statutory implied Warranties or Remedies imposed on the Contractor.

49) INTERCHANGEABILITY

All units and components procured under this Contract, whether provided by suppliers or manufactured by the Contractor shall be duplicates in design, manufacture and installation to assure interchangeability among items in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the unit.

50) TITLE

Title to goods acquired by HARBOR TRANSIT under this Contract shall pass to HARBOR TRANSIT when such goods are delivered, installed and accepted by HARBOR TRANSIT. The Contractor shall bear all risk of loss until passage of title, or adequate documents for securing title shall be provided to HARBOR TRANSIT by the Contractor.

51) INSPECTION

(a) HARBOR TRANSIT reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing or installation process; provided, however, it is under no duty to make such inspection, and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, Contract requirements and specifications.

Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of HARBOR TRANSIT notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this Contract and its specifications.

54) ASSUMPTION OF RISK OF LOSS

HARBOR TRANSIT shall assume risk of loss of the vehicle after delivery to its facility. Prior to this delivery or release, the Contractor shall have risk of loss of the vehicle, including any damages sustained during the common carrier drive-away operation. Drivers shall keep a maintenance log enroute and it shall be delivered to HARBOR TRANSIT with the vehicle.

IN WITNESS WHEREOF, the parties hereto have caused this request for bid to be executed by their respective duly authorized representatives, as of March 4, 2022.

VENDOR

HARBOR TRANSIT

Title Date

Title Date

Signature

Signature