

SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION

INVITATION FOR BIDS
Install 120 VAC to Light Poles,
Multiple Locations

Prepared by:

SMART
Oakland Procurement Office
2021 Barrett Dr.
Troy, MI 48084

Return to Attention of:

L. PAUL JACQUES, Senior Purchasing Agent

IFB Control Number: 09-2129

IFB Due Date: 2:00 PM EASTERN TIME, February 26,
2009

VENDOR NAME: _____

REPRESENTATIVE NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE : _____ FAX _____

EMAIL: _____

DISADVANTAGED BUSINESS ENTERPRISE

The Board of Directors for the Suburban Mobility Authority for Regional Transportation (SMART) has established a goal for the participation by disadvantaged business enterprises (DBE) in the contracting of goods and services. The overall goal established by the SMART General Manager for the 2008 Federal Fiscal Year is sixteen percent (16%) of total expenditures. In order to meet this average goal, the goal for each individual contract may be more or less than this established rate.

All Awards will be based in part on an evaluation of how the bidder/proposer assists SMART in achieving this goal.

The following page summarizes the federal guidelines for Disadvantaged Business Enterprise (DBE), i.e., requirements for the DBE certification.

DBE certification is the responsibility of the Office of Contract Compliance, Buhl Building, 535 Griswold Street, Suite 600, Detroit, Michigan 48226. If you, your company or any subcontractor have reason to believe you qualify, or if you have any questions, please contact the Office of Contract Compliance at the address above or call (313) 223-2117 or (313) 223-2113.

DBE REQUIREMENTS

Disadvantaged Business Enterprise (DBE) means a small business concern:

1. 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; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
3. Whose Principle(s) has(have) a personal net worth less than \$750,000.

Socially and Economically Disadvantaged Individuals--means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:

1. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa.
2. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central of South American, or other Spanish or Portuguese culture or origin, regardless of race;
3. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
4. "Asian-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;
5. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh;
6. "Women," regardless of race, ethnicity, or origin; and
7. "Other," individuals found to be socially and economically disadvantaged by the Small Business Administration (SBA) pursuant to Section 8(a) of the Small Business Act.

Recipients shall make a rebuttable presumption that individuals in the above groups are socially and economically disadvantaged. Recipients also may determine, on a case-by-case basis, other individuals who are socially and economically disadvantaged.

Eligibility and Certification

Eligibility Standards

1. To determine whether an enterprise is a small and disadvantaged business, both of the following criteria must be met:
 - a. The enterprise must qualify as a small business concern; and
 - b. The enterprise must be 51 percent owned and controlled by socially and economically disadvantaged individuals.
2. If the business has a valid certification as a socially and economically disadvantaged business by the SBA 8(A) certification, there is an irrebuttable presumption of eligibility for certification.
3. Small business size standards vary by type of industry. Recipients and subrecipients should refer to 13 CFR Part 121 for current standards. In addition to the individual industry size standards, DBE firms will be considered ineligible and will be graduated from the DBE program if their average annual gross receipts from all sources, including affiliates, over the previous 3 years exceed \$14 million. Grantees are encouraged to pay particular attention to size standard criteria and note that SBA size standards operate in addition to the \$14 million threshold noted above.

EQUAL EMPLOYMENT OPPORTUNITY

WARNING: SMART WILL NOT DO
BUSINESS WITH ANY INDIVIDUAL,
COMPANY, CORPORATION OR OTHER
ENTITY THAT IS NOT AN EQUAL
OPPORTUNITY EMPLOYER.

If you intend to submit this solicitation, please complete the following forms and return them immediately, i.e., *before you prepare your quote, bid or proposal.*

Return the completed forms to:
SMART, Office of Contract Compliance
Buhl Building, Suite 600
535 Griswold
Detroit, MI 48226.

A completed copy of this packet is to be included in the appropriate section of your response.

This information will remain on file for one year. It is the vendor's responsibility to update EEO data. If you have any questions, please call the Office of Contract Compliance at (313) 223-2116 or (313) 223-2113.

Office Contract Compliance

[illegible]

Employment Data (Page 2 of 2)

Employment at this establishment-Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.

Enter the appropriate figures.

Job	Current Workforce				Under- utilization		Estimated Number of vacancies	2008 Goals				Ultimate Goals			
Categories	Total qty	Minority		Female		Min.	Fem	Minority		Fem.		Minority		Female	
	Employees	#	%	#	%			#	%	#	%	Year	%	Year	%
Officials Manager															
Professionals															
Technicians															
Sales Workers															
Office / Clerical Staff															
Craftsmen (Skilled)															
Operators (Semi. Skilled)															
Laborers (Unskilled)															
Service Workers															
Journey Workers															
Apprentices															
Total															

Certification

Name of authorized official				Title					
Signature				date					
Contact Name:				Title					
regarding this report									
Address				City					
(number and street)									
State		Zip Code		Area		Telephone		Ext.	
				Code		Number			
How was information as to race or ethnic group obtained?						Visual Survey YES NO		Employment Records YES NO	

Do not write below line SMART Only

Date	Awardable		Signature	Comments
	Yes	No		

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INFORMATION FOR BIDDERS

1.00 SOLICITATION REQUIREMENTS

A. Invitation for bids (IFB)

Contract No. 09-2129

IFB Due Date: February 26, 2009 at 2:00 PM Eastern Time, at which date and time all bids shall be publicly opened and read aloud.

1.01 SUMMARY

A. Send IFB to

SUBURBAN MOBILITY AUTHORITY
for REGIONAL TRANSPORTATION
Oakland Procurement Office
2021 Barrett Dr.
Troy, MI 48084

B. Purchasing Agent

L. Paul Jacques
Senior Purchasing Agent
Phone (248)-362-6560 Fax (248) 244-8953
Email: lpjacques@smartbus.org

Charles F. Couwlier, Procurement Manager
Phone (248) 362-4452

The Purchasing Agent will be the Authority's representative. All correspondence and requests for modifications shall be made in writing to the Project Manager.

C. Project Manager

Steven Fern
Manager, Communications and Information Systems
Phone: (248) 362-0924 ext 7057

D. Contract Award

INFORMATION FOR BIDDERS

The contract awarded from this solicitation shall be determined through review of Bids as they adhere to the terms and conditions detailed in this document.

1.02 CONTRACT DOCUMENTS

Any contract awarded as a result of this solicitation shall include the following sections:

- Section 1 - Solicitation
- Section 2 - General Conditions
- Section 3 - Specifications
- Section 4 - Vendor response to IFB
- Section 5 - Affirmative Action Requirements
- Section 6 - Disadvantage Business Participation
- Section 7 - Certifications
- Section 8 - Financial Disclosure
- Section 9 - Addenda
- Section 10 - Bid Price
- Section 11 - Offer and Award
- Section 12 - Warranty Information
- Section 13 - Amendments/Change Orders

The terms Proposer (s) vs. Bidder(s) and Proposal(s) vs. Bid(s) may be used interchangeably and do not alter the requirements of the document.

The term Contractor(s) vs. Vendor(s), may be used interchangeably and do not alter the requirements of the document

The Contract Documents shall be signed in not less than two (2) copies by the Authority and the Vendor.

1.03 SOLICITATION SCHEDULE

IFB ADVERTISED December 21, 2008

IFB ISSUED January 21, 2009

IFB DUE DATE February 26, 2009 at 2:00PM
Eastern Time at which time all bids shall be publicly
opened and read aloud.

1.04 SCOPE AND PURPOSE

The contract awarded hereunder shall be for the provision of electrical services to light poles.

The prices quoted in the Bid shall include all labor, materials, tools, equipment, transportation, taxes, fees, drawings, and any and all necessities and incidentals (including those not directly specified) required to provide a working end product or service as specified herein.

All parts shall be new and in good working order. In no case will used reconditioned or obsolete parts be accepted, unless specifically approved by the Procurement Manager. Any one part shall be an exact interchangeable duplicate in manufacture and design, and furnished as specified, but where brand names are used, consider the terms "or approved equal" to follow. All prices quoted are net and shall reflect any available discount

1.05 IFB REQUIREMENTS

Two (2) originals and five (5) copies of the IFB will be received at the address and time specified in Articles 1.01 & 1.03. Bids received prior to the advertised hour of closing will be kept securely sealed. Any Bids received after the time stipulated may not be opened and considered unless it is shown to Smart's satisfaction that the failure to arrive on time was due solely to a delay in the mail for which the bidder was not responsible.

No bids may be withdrawn for at least one hundred twenty (120) days after the bid due date.

Bids shall be submitted in accordance with Article 1.06. Bids submitted in any other form may be considered non-responsive and may be rejected. Any erasures, correction, or other changes appearing on the bid forms shall be initialed by the person signing the bid. SMART reserves the right to waive any minor irregularities.

SMART expects to award a contract as a result of this IFB in accordance with applicable Procurement Standards of 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 and Appendix A; and with supplementary regulations and directives, particularly FTA Circular 4220.1F, "Third Party Contracting Requirements" and

other FTA manuals or guidance pertaining to third party contracting.

1.06 IFB FORMAT

Bids shall be submitted sealed.

The IFB package shall include the two (2) originals and two (5) copies of YOUR BID FORM IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED HEREIN.

The IFB submitted shall clearly reflect the following on the **outside of the envelope**:

- Bidder's name and address
- The title of the IFB
- The IFB control number
- The due date and time of IFB

The bid shall include the following, where applicable or unless marked "reserved":

- Vendor Response (Section 4)
- Affirmative Action Submittals should be sent to Contract Compliance as soon possible after receiving the bid. (Section 5)
- Disadvantaged Business Enterprise (Section 6)
- Addenda Acknowledgment (Section 7.01)
- Buy American Certification (Section 7.02)
- Certification of Primary Participation Regarding Debarment, Suspension and Other Responsibility Matters (Section 7.03)
- Free Competition Bidding Affidavit (Section 7.04)
- Certification of Restrictions on Lobbying Congressional Officials (Section 7.05)
- Conflict of Interest Certification (Section 7.06)
- Clean Air and Water Certification (Section 7.07)
- Air Pollution Criteria Certification (Section 7.08)
- Financial Disclosure (Section 8)
- Addenda (Section 9)
- Bid Price (Section 10)
- Signed Offer and Award -- Two (2) Original Signatures (Section 10A) signed upon award (Section 11)

- Warranty (Section 12)
- Amendments (Section 13)

The bidder shall return the entire solicitation, all sections, in the same order as it was sent. Section 4 has been set aside to accommodate the insertions of the bidders supporting documentation, if any. Number all pages to coincide with the response page. For example, if information is provided on page 60 and additional sheets are required to provide all necessary documentation, the pages should be number sequentially as 60a, 60b, etc., OR if you have a large number of pages they may be numbered 60-1, 60-2, 60-3, etc.

Financial disclosures require the submission of financial information that sometimes is presented in a published format, such as an annual report, with its own page numbers. In this instance, the annual report would be inserted following Section 8 with a heading or cover page indicating the following: ABC Co., Section 8- Financial Disclosure, ATTACHMENT A - ANNUAL REPORT.

SMART requires that the complete IFB be returned as part of the bid. Each package will be sealed and will clearly reflect the IFB number, and bidder's name.

1.07 EVALUATION CRITERIA

A. Criteria

The goal of this IFB is to enter into a contract for the installation of 120 VAC electrical service to light poles at multiple locations. It is SMART's intent to award the contract to one bidder, however, SMART reserves the right to award to multiple vendors if SMART, at its sole option, deems such action to be in its best interests. Contract award will be made to the lowest responsive and responsible bidder meeting all specifications.

Bids will be evaluated by the following criteria:

- Responsiveness of the bid and responsibility of the bidder.
- Adherence to the specifications
- Bid price

1.08 NOTICE TO UNSUCCESSFUL BIDDERS

SMART intends to inform the unsuccessful bidders of the following information after contract award:

1. Names of all bidders
2. Name and address of successful bidder

SMART's failure to provide this notice shall not be deemed to affect the validity of the contract.

1.09 BIDDER REJECTION

SMART reserves the right to reject any and all Bids and/or any part or parts thereof. Any bid that is incomplete, obscure or irregular may be rejected. Any bid in which prices are obviously unbalanced may be rejected. Conditional responses or those which take exception to the specifications will be considered non-responsive and will be rejected. SMART reserves the right to waive any minor irregularities therein.

No bids will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon debt or contract, or that is a defaulter surety or has failed to perform faithfully on any previous contract with SMART. No contract will be award to the prime Contractor who has been disbarred, nor will the prime contract award any work to a subcontractor that has been disbarred by the U.S. Government.

SMART reserves the right to reject all Bids and re-advertise without incurring any cost from a potential bidder for bid preparation.

1.10 SINGLE BID RESPONSE

In the event a single bid is received, or in the event of an apparently unbalanced bid, the bid may be considered for evaluation based on the established criteria and SMART may determine the reasonableness of the bid price through appropriate means including, but not limited to, price and cost analysis. A cost analysis involves examining the bid and evaluating the separate cost elements. If only one (1) bid is so received, and SMART determines that a price or cost analysis is needed, the sole bidder shall cooperate with SMART, as necessary, in order for its bid to be considered.

1.11 BID MODIFICATION

A bid may be modified or withdrawn **up to the bid due date and time** by the bidder. Any modifications, withdrawals, or any other changes shall be made in writing, prior to the date and time Bids are due, and shall adhere to the same requirements as specified herein for the submission of bid documents.

After the bid due date and time, they may not be modified or withdrawn for one hundred and twenty (120) calendar days.

1.12 BID POSTPONEMENT

SMART reserves the right to postpone bid opening for its own convenience. Responses to clarification of the specifications will not automatically warrant a time extension.

1.13 ADDENDA

SMART reserves the right to revise or amend this IFB until the time set for the Bids to be submitted. Such revisions shall be announced by written addenda to this solicitation. A copy of each addendum shall be furnished to all prospective bidders of record at the time. All bidders will be required to certify that they have received all addenda in Section 7.01.

All formal addenda will become part of the contract and shall be compiled in Section 9.

1.14 EXEMPTION FROM TAXES

The Authority is a Municipal Corporation, and as a governmental agency, is exempt from State and Municipal taxes, as provided in Paragraph 22, PA 204, Public Acts of 1967 as amended. The bidder certifies that all taxes required to be paid by the bidder shall be so paid and that all such taxes are not included in the prices shown herein. Any applicable taxes must be shown as a separate item from the bid price.

1.15 PROTEST AND APPEAL PROCEDURES

Interested parties aggrieved by a solicitation or the award of any resulting contract, may file a written notice of protest with the General Manager of SMART and shall serve the copies upon the General Counsel. The General Manager or his designee shall hear and determine the merits of said protest, and shall advise all competitors that a protest has been filed. The General Manager may receive evidence and legal arguments from any interested party, but shall not be bound by the rules of evidence nor formal procedure. Unless otherwise directed by the General Manager, issues will be judged on the basis of written evidence and written arguments. All documents received by the General Manager shall be stamped with the date and time received and logged into the protest file folder. The General Manager shall promptly issue his findings and conclusions to the protesting party, and shall advise the Board of Directors and other interested parties.

Issues addressing the adequacy of Bids or IFBs, including without limitation the pre-award procedure, the instructions, general conditions and specifications and scope of work must be received by the General Manager no later than eight (8) calendar days prior to the time set for receipt of Bids. Thereafter, such issues are deemed waived by all interested parties. When the General Manager decides that a protest lacks merit, all interested parties shall be so advised, in writing, and the evaluation and award process will continue. Notice of decision is served upon all interested parties by certified mail.

Notice of protest against an award must be received by the General Manager within five (5) days immediately following the award. When notice of protest against the award is received prior to the execution of the contract for the relevant procurement, and the Board of Directors has not made a finding that the procurement is urgently needed or performance will be unduly delayed, or delay

will result in harm to SMART, the execution of the contract will be deferred until the General Manager decides that the protest is meritorious. If the General Manager decides that the protest lacks merit, the contract will be executed after five (5) days have elapsed commencing with the first day following the date of the General Manager's decision. The General Manager's decision must be in writing and is final. Notice of decision is served upon all interested parties by certified mail.

Review of protests by the FTA will be limited to a determination as to whether or not the grantee has a written protest procedure or fails to follow its procedures. Protest to the FTA is governed by the procedures outlined in FTA Circular 4220.1F, Chapter 1.

1.16 BID BOND

A Bid Bond is not required.

1.17 TIME FOR EXECUTION OF CONTRACT AND FILING FOR BONDS

The bidder to whom the award is made shall execute a written contract on the form submitted within this document and furnish good and approved bonds (if required herein) as herein required within seven (7) calendar days after the date of **notice of intent** to award. If the bidder to whom the award is made fails to enter into the contract as herein provided and/or to furnish said bonds, the award may be annulled, and an award may, at the discretion of the Contract Administrator, be made to the next responsive, responsible bidder. The original bidder and his/her bond's person shall be held responsible for any and all extra costs in re-awarding the contract.

1.18 BONDS

A. Performance Bond

A performance bond is not required.

B. Payment Bond

A payment bond is not required.

1.19 APPROVED EQUALS

In general, whenever brand, manufacturer, or product names are used, they are included for the purpose of establishing a description of the item. This inclusion is not construed as advocating or prescribing the use of a particular brand, item, or product. Whenever such names appear, request for approved equals will be considered. Vendor's request for approved equal shall include all aspects of product which would document the products salient features.

Requests for approved equals shall be **submitted with the Bid in Section 4.** Each bidder's deviation from SMART's specifications shall be highlighted clearly. For every approved equal requested, the bidder shall demonstrate the quality of its product to SMART and shall furnish sufficient technical data, test results, or other information that SMART shall require, to enable SMART to determine whether the bidder's product is or is not equal to that specified.

Requests for approved equals shall be submitted with the Bid. Each proposed deviation from SMART's specification shall be highlighted clearly. For every approved equal requested, the bidder shall demonstrate the quality of its product to SMART and shall furnish sufficient technical data, test results, etc., to enable SMART to determine whether the bidder's product is or is not equal to that specified.

SMART will not respond to any requests for approved equals prior to the bid due date. All requests for approved equals shall be dealt with during review of the Bids.

1.20 INCURRED COSTS FOR BIDDING

All costs incurred in the preparation and presentation of this Bid shall be wholly absorbed by the Bidder. Any supporting documentation and manuals submitted shall become the property of SMART, unless it is proprietary information that the bidder specifically requests to have returned.

1.21 DELIVERY CHARGES

Bidders shall include freight and/or delivery charges in the total price of their bid. All charges shall be FOB SMART's site location.

1.22 VENDOR'S RESPONSIBILITY

The Vendor shall carefully review the Contract Documents with special attention to the Technical Section of the Contract and shall at once report to the Contract Administrator, any inconsistency or omission that may be discovered in the specifications.

1.23 DETERMINATION OF LOW OFFER

Except where the Authority exercises the right Reserved herein to reject any and all Bids, the Contract will be awarded by the Authority to the vendor whose bid best meets the needs of SMART, SMART will calculate the lowest bid based on the unit price times the quantity of each item, and totaling these extended prices. If this method of calculation is not practical, or a vendor submits the lowest responsive and responsible Offer on one or more items, but does not bid on all items, SMART reserves the right to award to more than one bidder, as it determines in its best interests.

1.24 RESERVED

1.25 RESERVED

GENERAL CONDITIONS

2.00 GENERAL TERMS AND CONDITIONS

2.01 CONTRACT DOCUMENTS

The contract documents are cumulative and complementary. The requirements of one (1) document shall be as binding as if required by all. Material or work described in words having a well-known technical or trade meaning shall be held to such recognized meanings. The intent of the documents is to describe and provide for a complete project that will provide the end result as described in the Scope of Work and Technical Section without additional charges.

2.02 WARNINGS

Contractor shall erect and maintain, as required by existing conditions, all reasonable safeguards for protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and adjacent facilities, if determined necessary. Contractor will be responsible for notifying utilities of their intentions and work schedule for excavations

2.03 GOVERNING LAW

This Contract and all actions thereunder shall be governed by, subject to, and construed according to the laws of the State of Michigan.

2.04 LAWS AND REGULATIONS

All applicable Federal, State and Local laws and regulations are hereby incorporated into and made a part of this Contract and parties will comply with the following FTA requirements that are hereby incorporated by reference to this contract:

GENERAL CONDITIONS

SECT #	CLAUSE DESCRIPTION	GOVERNMENT CLAUSE
2.41	Tax Exemption	Public Act 204
2.43	Records	49 U.S.C. § 5325(a)
2.50	Non-Discrimination	Civil Rights Act P.L. 88-352, 78 Stat. 241; Title 43 U.S.C. Sec 1971, 1978A-1974d & 2000a-2000h-6, & Mich. Civil Rights Act of 1976, & 49 C.F.R., Part 21, Executive Order 11375 & DOL 41 CRD 60.
2.51	ADA Compliance	Public Law 101-226, 49 322 & US Dept of Tramps 49 C.F.R. part 37
2.52`	Work Hours	U.S. DOL Safety & Health Reg; 29 C.F.R. Part 1926, & Labor Standards Sec 102 & 107 as amended by 40 U.S.C. §§ 327-333
2.54	Patents	37 C.F.R. Part 401
2.55	Buy America	49 U.S.C. § 5325(j), 49 C.F.R. part 661
2.56	Cargo Preference	46 C.F.R., Part 381, US Flag Vessels 1970
2.57	Labor Provisions	29 C.F.R. Part 5
2.58	Conservation	42 U.S.C. 7321
2.59	Environmental`	33 U.S.C. 1368, 42 U.S.C. 19857, 49 U.S.C. 1610, 40 CFR Part 15, and EO 11738
2.60	Anti-Kickback Provision	Act 18 U.S.C. § 276c & US DOL 29 C.F.R. Part 3
2.61	Interest of Congress	41 U.S.C. Sec 22
2.62	Prohibited Interest	FTA Master Agreement 3(1)
2.63	Lobbying	31 U.S.C. 352(b)(5) & USDOT 49 C.F.R. Part 19, Apend A, Section 10 Lobbying Disclosure Act of 1995, PL 104-65, 49 C.F.R. 20.110(d)
2.65	Davis Bacon Act	49 & SC 53333(a) Davis Bacon Act 40 U.S.C. 276a-276a(7);
2.66	Federal Obligations	FTA Master Agreement Sec 2(2)(g)
2.67	Drug Abuse	US DOT & 49 C.F.R. Part 29, Subpart F; 49 U.S.C. 5331 & FTA reg 49 C.F.R. Part 653
2.68	Alcohol Abuse	U.S.C. 5331 & 49 CXFR Part 654
2.69	Fraud	49 U.S.C. Sec 3801, 49 C.F.R. Part 31; 49 U.S.C. 5307, 18 U.S.C. 101 & 49 U.S.C. 5307(n)(1)
2.70	Discriminatory Specifications	U.S.C. 5323(h)(2)
2.71	Geographic Restrictions	FTA Master Agreement
2.72	Record Handling	Privacy Act of 1974, 5 U.S.C. Sec 522
2.73	Contract Provision	FTA Master Agreement
2.74	Energy Conservation	Act 42 U.S.C. Sec 6321 and 49 C.F.R. Part 18
2.75	Seismic Safety	49 C.F.R. Part 41
2.76	Mitigation of Adverse Effects	49 U.S.C. 6424(b); 23 C.F.R. Part 622; and 49 U.S.C. 303

2.05 DOCUMENTS DEEMED PART OF CONTRACT

The Instructions to Bidders, Contract Terms and Conditions, Supplemental Conditions, if any, Plans, Specifications, Bid Form, Bid Bond, Performance Bond, Change Orders, Contract, Addenda, if any, Appendix and the successful bidder's bid response, and any clarifications thereto will be deemed a part of the contract, and any provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. This provision does not apply to any documents which are shown as "Reserved." The tables of contents, titles, headings, running headlines and marginal notes are contained herein solely to facilitate reference to various provisions of the contract documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2.06 REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Vendor shall forthwith be physically amended to make such insertion or correction.

2.07 ORDER OF PRECEDENCE

In the event of conflict within the documentation, the more stringent requirement shall apply.

2.08 COMMUNICATION

Communication in connection with this contract shall be in writing and shall be delivered personally, or be telex, facsimile, or by regular, registered or certified mail addressed to the Contract Administrator.

2.09 CONTRACT COMMENCEMENT DATE

The Contract Commencement date shall be the date of the signing of the Notice to Proceed by the Contracting Officer.

2.10 TECHNICAL INFORMATION DISCLOSED TO SMART

The Vendor agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that the Vendor shall have disclosed or may hereafter disclose to SMART in connection with this Contract.

2.11 INDEPENDENT CONTRACTOR

The Vendor is employed by the Authority as an independent Contractor and has and retains the right to exercise full control and supervision of the services, employment, direct compensation, and discharge of all persons assisting in the performance of the services thereunder. The Vendor agrees to be solely responsible for all matters relating to payment of employees, compliance with Social Security requirements, withholding requirements, Workers' Compensation payments, Fair Labor standards and all other regulations governing such matters.

2.12 CONTRACTOR PARTICIPATION

The Contractor shall perform, on the site, with its own staff, work equivalent to at least twenty percent (20%) of the total amount of the work at the site.

2.13 ASSIGNMENT

The Vendor shall not assign or transfer any interest in the Contract or delegate its performance of duties except upon written approval of SMART. Consent to assign, transfer or delegate any interest or performance on this Contract shall not be construed to relieve the Vendor of any responsibility for the fulfillment of the Contract.

2.14 MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement if it will so settle. If such separate contractor sues the Authority as a result of any damages alleged to have sustained, the Authority shall notify the Contractor, who shall defend such proceedings. If any judgment against the Authority arises therefore, the Contractor shall pay or satisfy it and pay all costs incurred by the Authority.

2.15 SUBCONTRACTS

As soon as practicable and before awarding any subcontracts, the Vendor shall notify SMART in writing of the names of the subcontractors proposed for work in conjunction with this contract. The Vendor shall not employ any to whom SMART may have a reasonable objection.

Nothing contained in the Contract shall create any contractual relations between any subcontractor and the Authority. However, the subcontractor must agree to be bound by the terms and conditions of this agreement as it pertains to their portion of the work.

2.16 INSOLVENCY

The Authority may elect to consider the Vendor in default and terminate the Contract for cause under provision of Article 2.47 and 2.48 if any of the following, or a comparable event, occurs:

- The Vendor's insolvency;
- The Vendor's filing of a voluntary petition in bankruptcy;
- The filing of any involuntary petition to have the Vendor declared bankrupt, provided it is not vacated within thirty (30) days from the date of filing;
- The appointment of a receiver or trustee for the Vendor provided such appointment is not vacated within thirty (30) days from the date of such appointment; or
- The Vendor's execution of any assignment for the benefit of the creditors.

2.17 INSURANCE

The Vendor shall maintain such insurance as will provide indemnity for claims under the Workers' Compensation act and Employers' Liability; from claims for damages because of bodily injury, including death, to all others and from claims for damages to property – any or all of which may arise out of or result from the Vendor's operations under this contract, or from any subcontractor or anyone directly or indirectly employed by either of them.

Before starting any work for SMART, the Vendor shall be required to furnish original certificates of insurance stating that it carries insurance in the following minimum amounts:

Comprehensive General Liability	
-Each Occurrence BI/PD	\$1,000,000
-Personal & Adv. Injury	\$1,000,000
-General Aggregate	\$2,000,000
-Products & Completed Operations	\$2,000,000
 Automobile Liability	 \$1,000,000 combined single limit
 Employer's Liability	 \$500,000
 Workers' Compensation	 Statutory Limits

Said certificates must set forth the amount of coverage, policy number, and expiration date and must name SMART as an additional insured and also provide for thirty (30) days advance written notice of cancellation or reduction in coverage. Coverage must be primary and non-contributory and provide a waiver of subrogation in favor of SMART. If the Vendor is self-insured, a certificate from appropriate the State agency must be furnished by such agency to SMART. If during the term of the contract, the insurance certificate or any required coverage expires or is otherwise modified, the Vendor is responsible for immediately providing a renewed certificate of insurance to SMART. The purchase of insurance coverage or furnishing the aforesaid certificate to SMART shall not be a satisfaction of the Vendor's indemnification of SMART.

2.18 INDEMNIFY AND SAVE HARMLESS

The Vendor hereby expressly agrees and covenants that it will defend, hold, save harmless, and indemnify the officers, agents, servants, and employees of the Authority from liability of any nature or kind, including costs and attorney fees, in connection with the work to be performed thereunder, arising out of any act or omission of the Vendor, or of any employee or agents of the Vendor, or any person or firm associated with the Vendor, including any person, firm or corporation having the status of an independent Vendor, or engaged by the Vendor, to perform any work required by or in connection with the work required by this Contract.

The approval by the Authority of the methods of doing the work or delivering the equipment or the failure of the Authority to call attention to improper or inadequate method or to require a change in methods or to direct the Vendor to take any particular action shall not excuse the Vendor in case of any such injury to persons or damage to property.

2.19 SPECIFICATIONS AND ACCEPTANCE

Service provided under this Contract shall be in accordance with Contract specifications.

2.20 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

The Contractor shall make available to the Authority, shop drawings, product data, instructions, brochures, diagrams and other information necessary to successfully complete the project. No portion of the Work requiring submission of shop drawings, product data or samples shall commence until the submittal has been approved.

2.21 PROGRESS SCHEDULE AND TIME COMPLETION

The work shall be carried to completion with the utmost speed. The Contractor shall prepare and submit a definite progress schedule, in as much detail as is necessary to satisfy the concerns of the Authority. Contractor shall provide a schedule for completion within five (5) days of Notice of Intent.

2.22 ACCELERATION OF WORK

A claim for acceleration will be considered only if the Authority makes a request in writing to the Contractor to finish the work ahead of schedule, and the Contractor agrees.

2.23 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Contract Administrator shall direct, the contractor will and will cause his/her subcontractors to protect carefully his/her and their work and materials against damage or injury from weather. If, in the opinion of the Contracting Officer, any work or materials shall have been damaged or injured by reason of failure on the part of the contractor or any of his/her subcontractors to protect the work, such materials shall be removed and replaced at the expense of the contractor.

2.24 AUTHORITY'S RIGHT TO DO WORK

If the Contractor should neglect to do the work properly or fail to perform any provision of the Contract, the Authority after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

In such case, the Authority shall issue a Change Order deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any consulting or architectural/engineering services required to make corrections. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Authority.

2.25 SUPERINTENDENT

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be

confirmed in writing. Other communications shall be followed up in writing upon request of either part.

The superintendent shall be responsible for the Contractor's employees while on the Authority's property. The Contractor shall be responsible for any theft of SMART's property, or damage by the Contractor's employees. The Contractor's superintendent shall remove from the premise any employee causing problems, using profanity, etc.

2.26 SUPERVISION AND CONSTRUCTION PROCEDURES

The Contractor shall supervise and direct the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible for all acts or omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under this Contract Agreement.

The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by activities or duties inspections, tests or approvals required by persons other than the Contractor.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task(s) assigned them.

2.27 USE OF PREMISES

The Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances, permits or direction of an authorized representative of SMART and shall not unreasonably encumber the premise with its materials.

2.28 CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by SMART or its representative as defective or failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including

compensation for additional technical services made necessary thereby.

If within one (1) year after the Completion and Acceptance of the Work, or longer if included in the Contractor's Warranty described in Section 11 of this document, Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Authority.

The Contractor shall remove from the site all portions of the Work which are defective or nonconforming.

If the Contractor does not correct the defective work the Authority will proceed to have the Work corrected and will file a claim with the appropriate bonding agency.

The Contractor shall bear the cost of making good all work the Authority must destroy or damage to correct the Contractor's defective Work.

2.29 CLEAN UP

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the work and as otherwise directed by SMART, the Contractor shall remove all its waste materials and rubbish from and about the project as well as all its tools, construction equipment, machinery and surplus materials. If the contractor fails to clean up at the completion of the work, the Authority may do so and the cost shall be charged to the Contractor.

At the completion of work, any work areas adjacent to the actual work that have been disturbed due to these operations, and the alterations or restoration of which is not specifically included in any section of the specifications, shall be restored to the original condition. This shall include removal and replacement of damaged paving, lawn areas, shrubbery and plantings, and any other incidental items. Restoration work shall be in accordance with the requirements of these specifications for similar or adjacent work where such exists, otherwise all work shall be repaired as directed by SMART.

2.30 CUTTING AND PATCHING OF WORK

The Contractor shall be responsible for all cutting, fitting, and patching that may be required to complete the Work or to make several parts fit together properly.

2.31 AUTHORITY'S RIGHT TO REDO WORK

If a dispute arises as to the responsibility for cleaning up, the Authority may clean up and charge the cost thereof the Contractor responsible.

2.32 USE OF COMPLETED PORTIONS

The Authority shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may have expired, but such taking possession and use shall not be deemed as acceptance of any work not in accordance with the Contract Documents. If such use occurs prior to the - Contract completion date, and increases in cost of or delays the work, the Contractor shall submit written notice of said use. If such use occurs after the Contract completion date, increased costs and/or delays due solely to the Authority's use of the completed or partially completed portions of the work, will not be considered.

2.33 DISPUTES

All disputes arising under or relating to the Contract shall be resolved under this Article.

"Claim", as used in this Article, means a written tenant or written assertion by either the Authority or the Vendor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract. A voucher, invoice or other routine request for payment that is not in dispute when submitted is not a claim. The Submission may be converted to a claim, by complying with the submission and certification requirement of this Article, if it is disputed either as to liability or amount or is not acted upon in a reasonable manner.

The Authority shall submit all claims in writing to the Vendor. The Vendor shall submit with all its claims; a certification that:

- A. The claim is made in good faith;
- B. Supporting data is accurate and complete to the best of the Vendor's knowledge and belief; and
- C. The amount requested accurately reflects the Contract adjustment for which the Vendor believes the Authority is liable.

The Authority's decision shall be final, subject to the Vendor's rights as provided in Article 2.46. The Vendor shall continue diligently with performance of the Agreement and comply with any decision of the Authority, pending final resolution of any requests for relief, claim, appeal or action arising under or relating to this Contract.

2.34 ACCEPTANCE BY SMART

Upon completion of the delivery of goods and services, the Vendor shall give notice to SMART in writing that all work has been completed, all goods have been delivered and that all specifications and contract terms have been met, including those required prior to acceptance outlined in the technical specifications. Acceptance testing will be conducted in accordance with the methods detailed in the technical specifications.

2.35 MODIFICATIONS

This Contract is the complete agreement of the parties. This Contract may only be modified by an Addendum, Amendment or Change Order signed by both parties and attached to this Contract.

2.36 UNALLOWABLE COSTS

Indirect costs, less the cost for unallowable elements, shall be recoverable by the Contractor. Costs that are not allowable elements of indirect costs include, but are not limited to: bad debts, contributions and donations, entertainment costs, excess profit taxes, income taxes, fines and penalties, interest and other financial costs, or losses.

2.37 LIENS

The Vendor waives the benefits of any mechanics lien laws of the State of Michigan. The Vendor hereby shall

procure from each of its subcontractors and suppliers of material or labor, or release of any claim to a mechanic's lien that any of them may have under and mechanics lien laws of the State of Michigan. In addition, the Vendor will provide a partial waiver of lien with all applications for payment and a full waiver with the final request for payment.

If at any time there shall be evidence of the existence of any lien or claim, whether asserted or not, in connection with the performance or default in the performance of the contract to which the Authority, its representatives, the property of either, or any property installed on the premises may or has become subject, the Authority shall have the right to retain out of any payment then due or thereafter to become due, in addition to the amounts set forth in the contract, an amount sufficient to discharge such lien or satisfy such claim and to reimburse the Authority and/or the representatives of the Authority for approved costs and expenses.

2.38 REMEDIES

The remedies here Reserved shall be cumulative and additional to any other or further remedies in law or equity.

2.39 PERMITS, FEES AND NOTICES

Contractor shall secure and pay for the building permit and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received.

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Contract Administrator in writing, and any necessary changes shall be accomplished by appropriate Modifications.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Contract

Administrator, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

2.40 WARRANTY

The Vendor warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Authority, the Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.41 EXEMPTION FROM TAXES

The Authority, as a governmental agency, is exempt from State and Municipal taxes, as provided in Paragraph 22, PA 204, Public Acts of 1967 as amended. The bidder certifies that all taxes required to be paid by the bidder shall be so paid and that all such taxes are not included in the prices shown herein. Any applicable taxes must be shown as a separate item from the bid price.

2.42 INVOICING AND PAYMENT

Submit all invoices with all required waiver of liens to SMART's Administrative Offices, **Accounts Payable**, 535 Griswold, Suite 600, Detroit, Michigan 48226, in accordance with the prices stated in the bid price. The Contract Number must be noted on each invoice. Payment will not be authorized until all work is approved by SMART's designated representative. Payment will be received thirty (30) days **after SMART's approval** of work.

The Vendor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Authority either by incorporation in the construction or upon receipt of payment by the Vendor, whichever occurs first, free and clear of all liens and/or claims.

2.43 RECORDS

A. Retention

Records shall be retained by the Vendor, including but not limited to, all data, documents, reports, records, contracts, and supporting materials relating to the project, and made available for inspection and/or audit during the term of the Contract. These documents shall be available for whichever of the following events occur later: (1) three (3) years from the date of final payment by the Authority; (2) the resolution of any litigation or settlement of claims arising out of this Contract; or (3) the resolution of any exception to costs and expenses taken by the Authority, the U.S. Department of Transportation, the Comptroller General of the United States, or the State of Michigan.

B. Access

Upon request, the Vendor shall permit the authorized representative of the Authority, the U.S. Department of Transportation, the Comptroller General of the United States, FTA, and the State of Michigan to inspect and audit all Project work, materials, payrolls, other data, and records of the Vendor relating to this Contract in accordance with 49 U.S.C. § 5325(a).

C. Audit

The Vendor and all of its subcontractors agree to permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representative access in accordance with 49 U.S.C. § 5325(a).

All bidders must guarantee that they will provide SMART or their auditors all documents and materials necessary to comply with the requirements defined in this final rule. Any material and information must be provided in an expedient manner

D. Non-Competitively Bid Contracts

All Vendors awarded a contract on not based on competitive bidding procedures as defined by the Secretary of Transportation agrees to allow the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials,

payrolls, and other data and records involving the project and to audit the books, records, and accountings involving the Contract agreement as it affects the Project in accordance with 49 U.S.C. § 5325(a).

2.44 CHANGES TO CONTRACT

Any proposed change in this Contract shall be submitted to the Authority for its prior approval. If the Authority agrees to a change, it will be made by a written Contract amendment and/or change order.

2.45 CONTRACTOR'S MATERIAL

Contractor shall be fully responsible for all material left on SMART's property. SMART may, at its option, allow the Contractor to store a minimal amount of material at the site if room permits. However, SMART will not be held responsible for any losses to the Contractor.

2.46 RIGHTS, REMEDIES AND JURISDICTION

The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. All actions arising under this Contract shall be governed by, subject to and construed according to the laws of the State of Michigan.

The Vendor agrees, consents and submits to the personal injury jurisdiction of any competent court in the State of Michigan, for any action brought against it arising out of this Contract.

The Vendor agrees that the service or process at its address will be sufficient to put it on notice. The Vendor also agrees that it will not commence any action against the Authority because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any court other than those in the County of Wayne, State of Michigan.

The Authority and the Vendor agree that any action arising out of this Contract may, after resolution by the court of original jurisdiction, be appealed to the appellate courts of the State of Michigan.

The Authority and the Vendor agree that, where appropriate, action arising out of this Contract may be brought in the Federal District Court for the Eastern District of Michigan.

2.47 TERMINATION

A. Termination for Convenience of the Authority

The Authority, by written notice, may terminate this Contract, in whole or in part without cause for the convenience of the Authority. The Authority shall provide the Vendor with written notice of such termination at least fifteen (15) days before the effective date of such termination.

If the Contract is terminated by the Authority, as provided herein, the Vendor will be paid on a pro rata basis, an amount equal to the cost of professional rates as set forth in Section 9, less payments of compensation previously made. If this Contract is terminated due to the fault of the Vendor, Article 2.48B shall apply.

B. Termination for Cause

If the Vendor shall fail to perform in a timely and proper manner any obligation under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by written notice to the Vendor specifying the effective date thereof.

Termination in accordance with the above shall not relieve the Vendor of any liability to the Authority for damages sustained as a result of any breach of Contract or defaults by the Vendor. Upon the default of the Vendor and the termination of this Contract, the Authority may withhold any payments due the Vendor and apply the same as set off against damages sustained by the Authority as a result of the Vendor's default.

2.48 AUTHORITY'S RIGHT TO STOP WORK

If the Contractor fails to correct defective Work as required or persistently fails to carry out Work in accordance with the Contract Documents, the Authority, by a written notice, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

2.49 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

In connection with the performance of this Contract, the Contractor will cooperate with the project Sponsor in meeting its commitments and goals with regard to the

maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.

2.50 NON-DISCRIMINATION

The Vendor agrees and warrants that in the performance of this Agreement, it shall not discriminate or permit discrimination against any person or group of persons because of race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Michigan. Further, the Vendor agrees to take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth, or sexual orientation. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

The Vendor agrees to comply with the provisions of the State of Michigan "Non-Discrimination" Clause for all State Contracts," as set forth in Appendix "D" in Section 5, attached hereto and made a part thereof. The Vendor further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88- 352, 78 Stat. 241, as amended, being Title 42 USC. Section 1971, 1978A-1975d, and 2000a- 2000h-6, and the Michigan Civil Rights Act of 1976, as amended (Act. 453, Public Acts of 1976), and the regulation of the US-DOT (49 CFR. Part 21) issued pursuant to the said Act, and will require a similar covenant on the part of any Vendor or subcontractor employed in the performance of this agreement.

Vendor shall fully comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CRD 60).

2.51 AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE

Vendors must meet the applicable requirements of the ADA Act of 1990 (Public Law 101-226, 49 322) and final regulations of the U.S. Department of Transportation (49 CRF part 37).

2.52 WORK HOURS AND SAFETY ACT

Vendor agrees to be bound by the provision of U.S. DOL regulations "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926, and "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," and Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333; which in part states that all employers working on construction projects must pay mechanics and laborers on the basis of a standard 8-hour workday and a forty (40) hour workweek. The employee must also be compensated for all work more than eight (8) hours per day or forty (40) hours per week at a rate not less than one and one half (1½) times the worker's base rate. Further, no laborer or mechanic will be required to work in surrounding or under working conditions that are unsanitary, hazardous, or dangerous as determined under the standards established by the Secretary of Labor.

2.53 SAFETY PRECAUTIONS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees of the Work and all other persons who may be affected thereby;
2. All Work and all materials and equipment be incorporated therein, whether in storage or off site, under the care, custody or control of the Contractor or any subcontractors or sub-subcontractors, and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for

removal, relocation or replacement in the course of this construction.

The Contractor shall erect and maintain, as required by existing conditions and progress of Work, all reasonable safeguards for safety and protection, including position danger signs and other warnings against hazards, promulgating safety regulations and notifying Authority and users of adjacent utilities.

2.54 PATENTS

The Vendor, in accordance with "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401, agrees to defend, protect and save harmless the Authority, its successors, assigns, customers and users of its products against all suits at law or in equity, and from all damages, claims and demands for actual or alleged infringements of the United States or foreign patent or copyright by reason of the use of the equipment ordered.

2.55 BUY AMERICA ACT

The Contractor agrees to comply with 49 U.S.C. § 5323(j), FTA's Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by FTA, with respect to a contract financed by FTA or a cooperative agreement with FTA. The Buy America clause requires the Government give preference to domestic end products in contracts exceeding \$100,000. Domestic end product means (1) an non-manufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components produced or manufactured in the United States does not exceed 50 percent (50%) of the cost of all components.

The bidder represents that each end product is a domestic end product, (as defined above).

Note: Services are exempt from "Buy America" requirements. This clause does apply to construction.

2.56 CARGO PREFERENCE

Where the subject of this procurement involves transportation by vessel, Vendor agrees to secure reasonable participation by U.S. flag vessels in accordance with 46 C.F.R., Part 381, United States Code, "Cargo Preference—U.S.-Flag Vessels" otherwise known as the Merchant Marine act of 1970.

This act provides that at least fifty percent (50%) of the gross tonnage (computed separately by dry bulk carriers, dry cargo lines, and tankers) generated by this contract be transported on U.S. flag vessels.

2.57 LABOR PROVISIONS

The Vendor shall comply with the requirements of 29 CFR Part 5, which is hereby incorporated by reference in this contract.

2.58 CONSERVATION

The Vendor shall comply with the requirements of 42 USC 7321 et seq., which are hereby incorporated by reference in this contract.

2.59 ENVIRONMENTAL

The Vendor shall comply with the requirements of 33 USC 1368, 42 USC 1857, 49 USC 1610, 40 CFR Part 15, and E.O. 11738, which are hereby incorporated by reference to this contract.

2.60 ANTI-KICKBACK PROVISION OF THE COPELAND ACT

The Anti-kickback Act 18 U.S.C. § 874 and 40 U.S.C. § 276c, and U.S. DOL regulations, "Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3 and any additional requirements that may apply.

This Act prohibits any person from:

- Providing or attempting to provide or offering to provide kickback;
- Soliciting, accepting, or attempting to accept any kickback; or
- Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract

price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

The Vendor shall have in place and follow reasonable procedures designed to prevent and detect possible violations.

When the Vendor has reasonable grounds to believe that a violation may have occurred, the Vendor shall promptly report in writing the possible violation. Such reports shall be made to the Inspector General of the contracting agency, the head of the contracting agency if the agency does not have an Inspector General or the Department of Justice.

The Vendor shall cooperate fully with any Federal agency investigating a possible violation.

The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Vendor withhold from sums owed a subcontractor under the prime contract the amount of kickback. The Contracting Officer may order that monies withheld under this clause be paid over to the Government unless the Government has already offset those monies under this clause. In either cause, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

The Vendor agrees to incorporate the substance of this clause.

2.61 INTEREST OF MEMBERS OF CONGRESS

No member of or delegates to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom, in accordance to 41 U.S.C. § 22.

2.62 PROHIBITED INTEREST

No members, officer, or employee of the Authority or of a local public body or any official of the State of Michigan during this tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof, in accordance to the Master Grant Agreement 3(1).

2.63 LOBBYING

The Vendor and its subcontractors agree to comply with 31 U.S.C. § 352 and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20. The Vendor agrees not to pay or attempt to influence any person or organization to influence or attempt to influence an officer or employee of the Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal grant funded project. Vendor and its' subcontractors will provide a copy of each lobbying disclosure statement with the accompanying lobbying certification provided in this contract.

2.64 ADVERTISING

The Vendor shall not, without first obtaining the written consent of the Authority, in any manner advertise or publish the fact that the Vendor has contracted to furnish the Authority the material or services herein ordered, and for failure to observe this provision, the Authority shall have the right to terminate the Contract without any obligation to accept goods or services after the date of termination or to make further payment except for completed articles delivered or services provided prior to termination.

2.65 RESERVED

2.66 FEDERAL OBLIGATIONS

The Vendor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any party to the Grant Agreement or Cooperative Agreement in connection with the performance of the project as stated in FTA Master Agreement, Section 2 (2)(g). Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, sub-agreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the sub-recipient and third party contractor.

2.67 DRUG ABUSE

The Vendor agrees to comply with U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F.

The Vendor agrees to comply with, and assures the compliance of each affected third party contractor at any tier, each affected sub-recipient at any tier, and their employees with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 653.

2.68 ALCOHOL ABUSE

The Vendor and any sub-recipient at any tier, or their employees, perform a safety sensitive function under the Project,, the Vendor agrees to comply with, and assures the compliance of each affected third party Vendor at any tier, with U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse in Transit Operations," 49 C.F.R. Part 654.

2.69 FRAUD

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the Contract the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered Agreement. In addition to other penalties that may be applicable, the Recipient also acknowledges that if it makes 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, as amended, on the Vendor to the extent the Federal Government deems appropriate.

The Vendor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Vendor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

2.70 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the Vendor agrees that it

will comply with the requirements of U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

2.71 GEOGRAPHIC RESTRICTIONS

The Vendor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA for securing Management, Architectural, and Engineering Services.

2.72 RECORD HANDLING

All third party contractors and any of their sub-recipients, at any tier, or their employees administer any system of records on behalf of the Federal Government, the Vendor agrees to comply with, and assures that compliance of each affected Vendor, at any tier, and their employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 522, (the Privacy Act).

2.73 CONTRACT PROVISIONS

If any specific provision of FTA's Master Agreement requirements is held invalid, the remainder of the Agreement, and all of its' requirements shall not be affected and thereby the Vendor will be required to conform to the Contract requirements as applicable to the current law.

2.74 ENERGY CONSERVATION

The Vendor agrees, to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

2.75 SEISMIC SAFETY

All work involving new construction or additions to any existing building, the Contractor agrees to apply the U.S. DOT regulations applicable to seismic safety requirements for U.S. DOT assisted construction projects at 49 C.F.R. Part 41, (specifically, 49 C.F.R. § 41.117), and any implementing guidance FTA may issue.

2.76 MITIGATION OF ADVERSE EFFECTS

The Contractor agrees that if the Project should cause adverse environmental effects, the Contractor will notify SMART of options to minimize those effects in accordance with 49 U.S.C. § 6424(b) and all other applicable Federal laws and regulations, specifically, the procedures of 23 C.F.R. 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 U.S.C. § 303) and with any conditions the Federal Government has imposed in its finding of no significant impact or a record of decision.

2.77 UNAVOIDABLE DELAYS

If the Contractor is delayed at any time in the progress of Work by an act or neglect of the Owner, or the Architect, or by an employee of either, or by Changes in Work, or by any cause the Architect determines may be a justifiable delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

All claims for extension of time shall be made in writing within three (3) days of commencement of the delay. If no request is made in writing, it shall not be assumed that an extension has been granted and can result in assessment of liquidated damages.

2.78 ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Vendor assign any moneys due or to become due to it hereunder, without the previous written consent of the Authority

2.79 ACCESS TO WORK

The Authority and their representative shall, at all times, have access to the work before, during and after completion and the Contractor shall provide proper facilities for such access

2.80 DAMAGES

Should either party to the Contract suffers damages because of any wrongful act or neglect of the other party or of anyone employed by it, such claim shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the final payment, except due to faulty work or materials, and shall be adjusted by agreement.

2.81 PROTECTION OF PROPERTY

The Vendor shall be responsible for and shall provide all work necessary to maintain adequate protection for all of its work, the Authority's property and the adjacent properties from injury or loss arising in connection with the Contract. All costs for damages will be borne by the Vendor

2.82 PROGRESS SCHEDULE

Work shall be carried to completion with the utmost speed. The Contractor shall prepare and submit a definite progress schedule with as much detail to show the progressive steps of the work required. The schedule shall be submitted the Authority or its' representative within ten (10) days of contract award.

Progress meetings will be held as necessary to review the status and work schedule up to the completion of the specified work. and those decisions can be made with little or no delay.

2.83 COORDINATION OF WORK

It is the Vendor's responsibility to coordinate work and to cease working at the appropriate times and it relates to the specified work.

2.84 UNAVOIDABLE DELAYS

Time of completion for the specified work or a portion of the work will be extended when the Vendor's progress and/or completion through no fault of its own is delayed by acts of God, war, insurrection, riot, civil unrest.

No such extension will be granted unless the Vendor, within seven (7) days of occurrence of the cause, makes a written request for such extension.

2.85 LIQUIDATED DAMAGES

Liquidated damages do not apply to this contract.

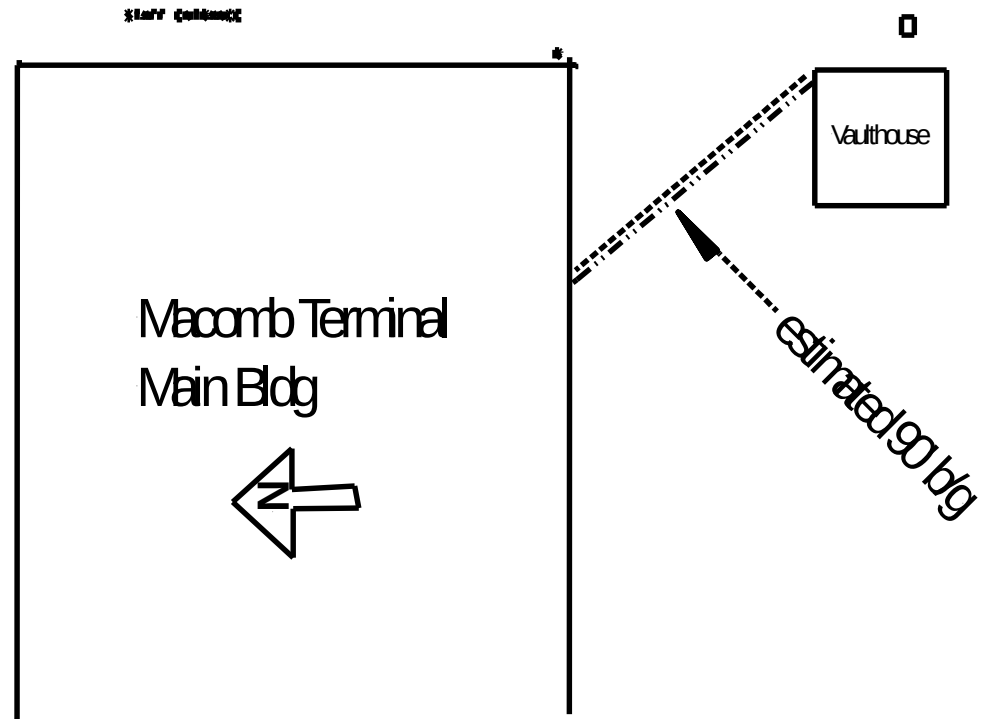
SPECIFICATIONS

3.00 SPECIFICATIONS FOR INSTALLATION OF 120 VAC POWER TO LIGHT POLES

PVC CONDUIT REQUIREMENTS (OPTIONAL - MACOMB ONLY):

This item will be contracted for at SMART's option and must be priced as a separate optional item.

1. Contractor will be responsible for acquiring any required permits.
2. Conduit provision is required only at the Macomb Terminal between the Main Terminal and the Vaulthouse.
3. Saw-cut concrete at agreed cable path between the Vaulthouse and Macomb Main building. The area appears to be asphalt, but there is underlying concrete believed to be 8", highway grade.
4. Dig pathway between the buildings. Depth will be 48" unless local conditions make this impossible AND the SMART project manager has approved installation at a lesser depth.
5. Install one 3-inch and one 4-inch schedule 80 thick wall PVC conduits. All mating of the buried conduits will be connected with a glued coupler including elbows and sleeves or other components utilized at building entrances.
6. Both buildings will be cored and sleeved creating new building entrances.
7. Conduits will terminate in security lock boxes. Because the 4" conduit is for future electrical service separate boxes are required.
8. Conduit will be encased in drainage sand, sometimes known as 10A, to support and facilitate drainage around the conduit.
9. Conduits will be provided with "mule tape" (2500 pound test pull string) of a material not affected by any water which may enter the conduit.
10. After burial of conduit and compaction of overburden, pour concrete to depth matching that removed. Concrete will be #4 rebar reinforced, 4000 PSI.



POWER PROVISION TO LIGHT POLES:

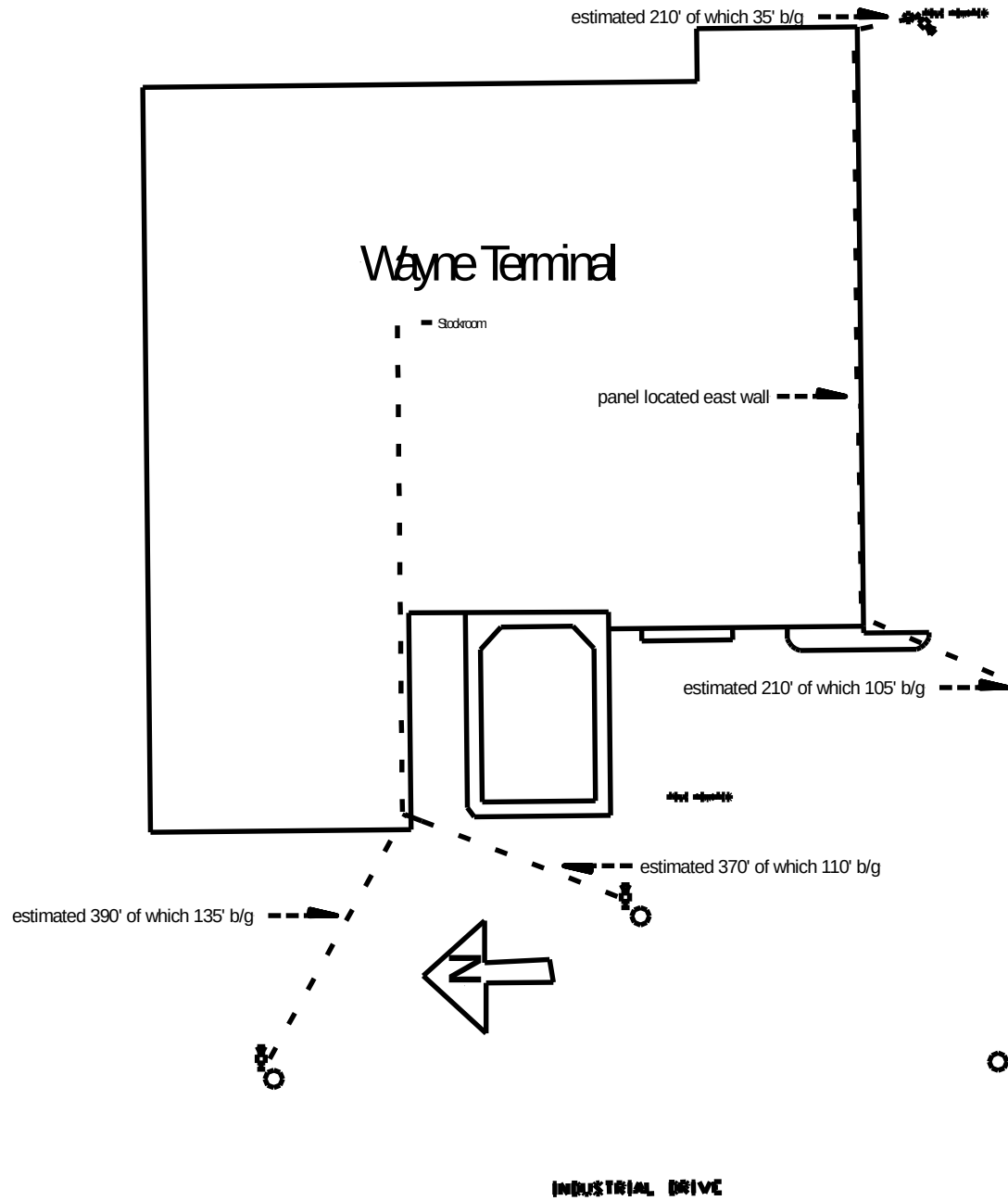
120VAC is required at each specified light pole. Existing lighting is other than 120VAC and is switched on and off to multiple poles by means of a photocell and contactor arrangement. 120VAC is required from an assured source 24-hours so no arrangement to extract power from the lighting circuits will serve. Equipment to be powered at the worst case location will be two (2) surveillance cameras in heated/pressurized domes. Worst case power requirements at any pole will be 400W/120VAC.

- Wayne Terminal - total of four; two south of building, two to east.
- Oakland Terminal - total of four; two south of building, one east, and one west.
- Macomb Terminal - total of four; three east of main building, one north, and one south of Hein Building.
- See drawings for detail
- Contractor will be responsible for acquiring and paying for required permits.
- At the Wayne terminal all circuits will originate in the 2nd floor comms room. There is an existing 200A panel with space and capacity.
- At the Oakland terminal all circuits except that to the northernmost location will originate in the computer room from panel E-3 which has space and capacity. The circuit to the northernmost location will originate in a panel located in the core cage.
- At the Macomb terminal all circuits at the main building will originate in the 2nd floor comms room. There is a 200A panel there now serving security equipment which has both space and capacity.

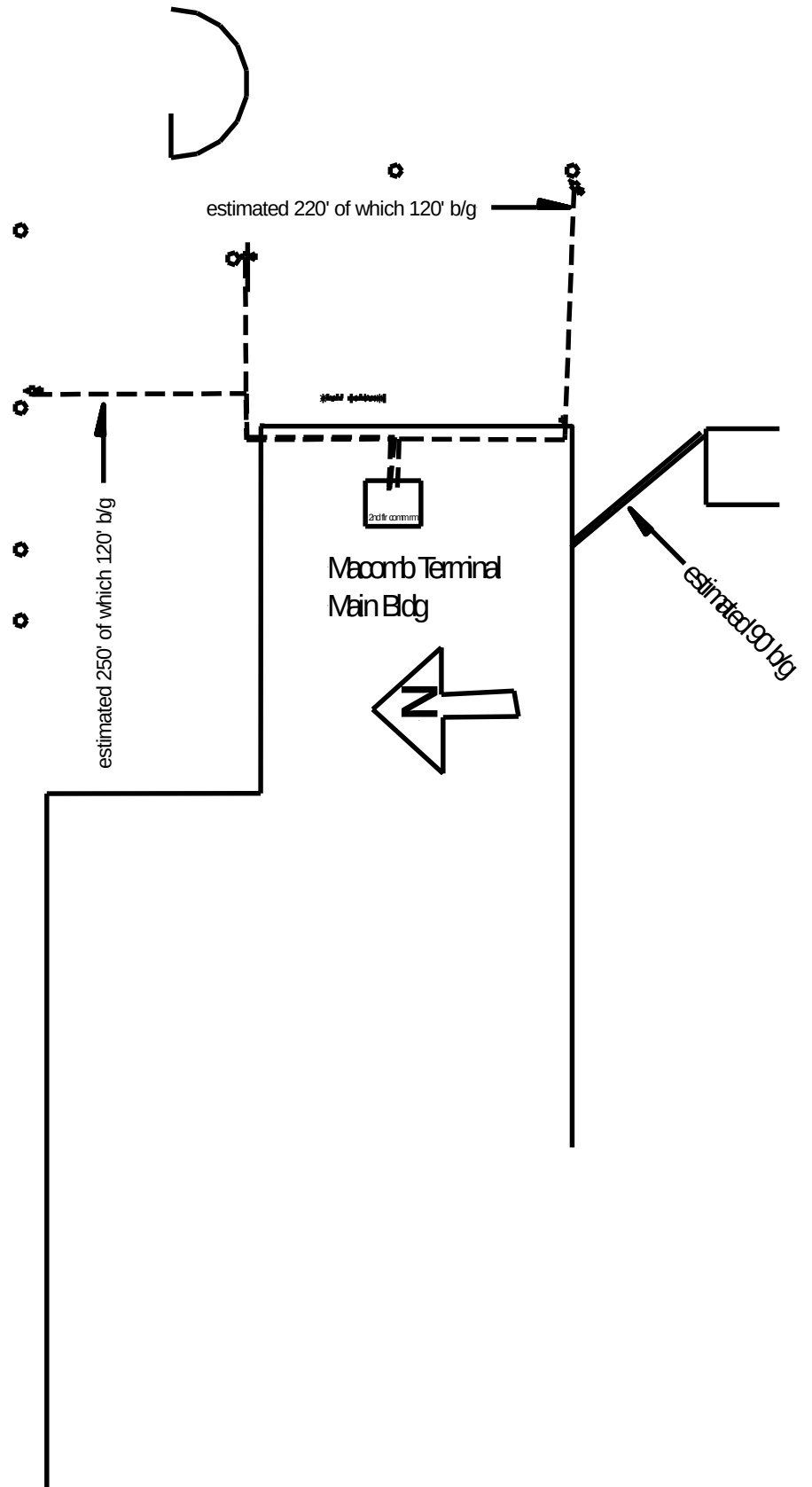
SPECIFICATIONS

1. Saw-cut concrete at agreed cable path between the terminal building and light pole. Concrete is believed to be 8", highway grade.
2. Dig pathway between the buildings. Depth will be 48" unless local conditions make this impossible AND the SMART project manager has approved installation at a lesser depth.
3. Install according to applicable code suitable direct-burial power cable.
4. At light-pole end, cable will be enclosed in heavy-wall aluminum or other rust-resistant metallic conduit from bottom of trench to termination.
5. After burial of direct-burial cable and compaction of overburden, pour concrete to depth matching that removed. Concrete will be #4 rebar reinforced, 4000 PSI mix.
6. At light-pole end, termination will be to a duplex receptacle enclosed in a locking NEMA 5 enclosure mounted to the light-pole 7' above the pole base, i.e. 7' above the top of the concrete pad.
7. At the building end, contractor may (subject to applicable codes) change cable material, but in any case cable will be enclosed in metallic conduit according to applicable codes. Use of Greenfield or similar material is not desired.

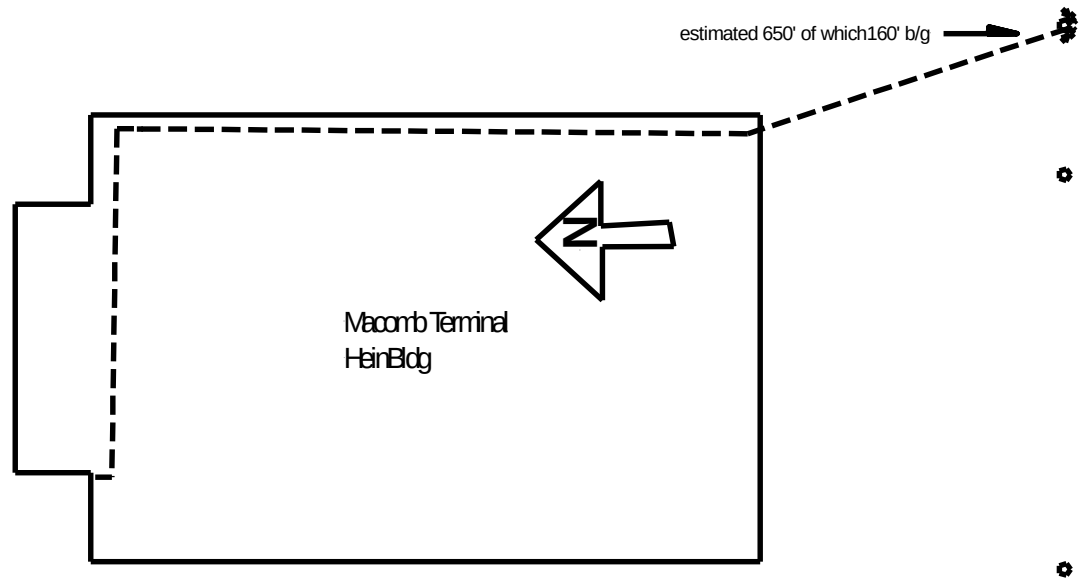
SPECIFICATIONS



SPECIFICATIONS



SPECIFICATIONS



VENDOR RESPONSE

4.00 VENDOR RESPONSE

The information requested in the Evaluation Criteria reference section must be addressed in your bid response. All information will be used to evaluate your firm's expertise and ability to meet SMART's requirements. This will include any requests for "approved equal" equipment. Please insert this information in this section, and number each point accordingly.

AFFIRMATIVE ACTION

5.00 AFFIRMATIVE ACTION

5.01 AFFIRMATIVE ACTION REQUIREMENTS

All required Affirmative Action information shall be included with your bid. A copy should be sent *under separate cover* and prior to the due date and time specified for receipt of bids, to:

SMART
Office of Contract Compliance
Ms. Vickie Jordan, Manager
535 Griswold, Ste 600
Detroit, MI 48226

Questions regarding affirmative action requirements can be directed to the Manager of Contract Compliance, Ms. Vickie Jordan at 313-223-2113 or Mr. Ron Evans, Contract Compliance Office at 313-223-2117. AFFIRMATIVE ACTION documents shall be submitted directly to the above Office by the bid due date & time. Failure to return these documents may result in your bid being considered non-responsive, and could result in rejection of your bid.

DBE PARTICIPATION

6.00 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

6.01 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor's commitment to a specific goal for Disadvantaged Business Enterprise utilization shall constitute a commitment to make every good faith effort to meet such goal by subcontracting to or undertaking a joint venture with a DBE firm. The overall goal established by SMART's General Manager for the 2006 Federal Fiscal Year is sixteen percent (16%) of total expenditures. In order to meet this overall goal, the goal for each individual contract may be more or less than this established rate. **The goal for this contract is established at 15 % (fifteen percent).**

The contractor shall solicit interest within a sufficient amount of time to allow the DBE to respond to solicitation. If the contractor fails to meet the goal, it will carry the burden of furnishing incomplete documentation as part of the bid response of its **Good Faith Efforts**. Contractors who meet DBE contract goals or who demonstrate sufficient good faith efforts are eligible to be awarded the contract.

The Supplier/Contractor is required to contact a minimum of three (3) DBE firms. Such justification will take the form of a detailed report submitted to the office of contract compliance at SMART.

- Ø **The names, addresses and telephone numbers of DBE's that were contacted.**
- Ø **A description of the information provided to the DBE regarding the plans and specifications for the portion of the work to be performed.**

For information on how to obtain a Disadvantaged Business Enterprise Firm, please go to www.smartbus.org ; **Once in the website, select SMART Business; click on Contract Compliance Dept., click on the DBE Directory**, or call SMART's DBE/EEO Office at **313.223.2113** or **313.223.2117** for a DBE listing. You can obtain a list of certified DBE firms at the following link:

<http://mdot270.state.mi.us:8080/UCP/HomePageServlet>

DBE REQUIREMENTS

DBE PARTICIPATION
Good Faith Efforts

Bidders Name: _____

I, _____, _____ (Title)
certify that I contacted the following DBE contractors to obtain a bid for work items to be performed.

	<u>DBE Contractor</u>	<u>Work Item Sought</u>	<u>Contract Date</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

If an award is received from SMART, the undersigned agrees to award the DBE subcontract to:

DBE Firm: _____

Contact Person: _____

Address: _____

Phone #: _____ Fax #: _____ Email: _____

Contract Amount \$ _____

Is DBE Firm Currently Registered with SMART?
Yes No

Information provided to DBE: _____

Additional Comments: _____

6.02 DOCUMENT SUBMISSION FOR DBE REQUIREMENTS

Whether or not you have DBE participation, the form shown in section 6.01 shall be returned with your bid. Application forms for DBE Certification shall be requested from:

SMART

Office of Contract Compliance

Ms. Vickie Jordan

535 Griswold, Suite 600

Detroit, MI 48226

Questions regarding DBE Certification, including the names of Certified DBE Vendors, shall be directed to the Manager of Contract Compliance Ms. Vickie Jordan at 313-223-2113.

CERTIFICATIONS

7.00 CERTIFICATION REQUIREMENTS

All information requested in this section must be provided and notarized if required. The following Certifications statements are required by the Federal Transit Authority (FTA) and must be included with your bid.

7.01 ACKNOWLEDGMENT ADDENDUM

7.01 ADDENDA ACKNOWLEDGMENT

- A. Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

ADDENDUM NUMBER	DATE

- B. The undersigned acknowledges receipt of the following addenda to the Invitation for Bid.

Vendor Name (Print)		
Representative's Name (Print)		
Phone Number	Fax Number	Beeper Number
Street Address		
City	State	Zip
Authorized Representative's Signature		Date

7.02 BUY AMERICA CERTIFICATE

7.02 BUY AMERICA REQUIREMENTS

Pursuant to Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, 49 USC, Section 1602, note and regulations published at 49 CFR Part 661.11, as amended, the Proposer hereby certifies that it will comply with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.11.

Said certification must be included in your bid.

Vendor Name (Print)		
Representative's Name (Print)		
Phone Number	Fax Number	Pager Number
E-mail address		
Street Address		
City	State	Zip
Authorized Representative's Signature		Date

**7.03
DEBARMENT**

7.03 CERTIFICATION OF PRIMARY PARTICIPATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for a FTA grant, or potential contractor for a major third party contract), _____ 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 year period preceding this bid 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 offenses enumerated in Paragraph two (2) of this certification; and
4. Have not within a three year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.

If the Primary Participant (applicant for a FTA grant or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT (APPLICANT FOR A FTA GRANT OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), (Name) -

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 USC, SECTIONS 3801 ET SEQ. ARE APPLICABLE HERETO.

Said certificate and any explanations if applicable must be included in Bid.

Representative's Name (Print)	
Authorized Representative's Signature	Date

7.04
FREE COMPETITION

7.04 FREE COMPETITION CERTIFICATION

State of: _____ County of: _____

I,

Name and Title

an authorized representative, being duly sworn, deposes, says and certifies that:

Bidder Name

has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this solicitation or any resulting contract.

Said certificate must be included in your bid.

Representative's Signature

Taken, subscribed and sworn to before me
this _____, day of _____,

Signature of Notary

My Commission expires:

NOTARY SEAL

7.05 RESTRICTION ON LOBBYING

7.05 CERTIFICATION OF RESTRICTION ON LOBBYING

I, _____

(Name and Title),

an authorized representative, hereby certify on behalf of

_____ that

(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, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," according to its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into contract. Submission of this certification in Bid Package is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. 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.

Representative's Name (Print)	
Authorized Representative's Signature	Date

**7.06
CONFLICT OF
INTEREST**

7.06 CONFLICT OF INTEREST CERTIFICATION

No employee, officer or member of the Board of Directors of SMART shall solicit or be a party, directly or indirectly, to any contract between him/herself and any firm of which he/she is a partner, member or employee. Kinship shall extend to all parents, children, grandparents, grandchildren, uncles, aunts, first cousins, nephews or nieces whether related by marriage or blood.

The bidder shall indicate below the names and kinship between the officers and/or principal beneficiaries of the firm bidding on this solicitation and any SMART employee, officer or board member who may exercise any discretion over the letting, evaluating, awarding or administering of this solicitation and resulting contract:

PLEASE INDICATE ANY RELATIONSHIPS BELOW. IF NONE, SO STATE.

Said certification must be included in your bid.

NAME	KINSHIP
Vendor Name (Print)	
Representative's Name (Print)	
Authorized Representative's Signature	Date

7.07 CLEAN AIR AND WATER

7.07 CLEAN AIR AND CLEAN WATER CERTIFICATION

When the price of a procurement exceeds \$100,000, the bidder agrees to comply with the requirements of the Clean Air Act, 42 USC, Section 7401 et. seq., and the Clean Water Act, 33 USC, Section 1251 et. seq.

The bidder certifies that:

- A. Any facility to be used in the performance of this proposed contract is _____, is not _____ (check one) listed on the Environmental Protection Agency List of Violating Facilities;
- B. The bidder will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency (EPA), indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- C. The Bidder will include certification substantially the same as this certification, including this paragraph (c) in every nonexempt subcontract.

Said certification must be included in your bid.

Vendor Name (Print)	
Representative's Name (Print)	
Authorized Representative's Signature	Date

7.08 RESERVED

7.09 RESERVED

FINANCIAL DISCLOSURE

8.00 FINANCIAL DISCLOSURE

8.01 FINANCIAL DISCLOSURE REQUIREMENTS

SMART requires that the financial condition of each bidder be evaluated to ensure it is financially capable of carrying out the terms of the contract. Each Bidder is therefore required to submit with its bid a copy of its most recent financial statement or annual report.

It should be noted that this information is requested for internal evaluation purposes only, and like any other information which forms part of a bidder's submission, it will be held in strict confidence. However, once a bidder is selected, some or all the information submitted may be subject to the Freedom of Information Act, unless it qualifies as an exemption. SMART does not express any opinion as to what information provided by bidders, if any, would be exempt under the Act.

ADDENDA

9.00 ADDENDA

9.01 ADDENDA SECTION

All addenda published as a result of this bid shall be placed in this section and shall become a part of the Terms and Conditions of this document.

PROPOSAL FORM

10.00 FORM OF PROPOSAL

TO: PURCHASING AGENT, SMART

The undersigned hereby offers to furnish to SMART all materials and services at the prices as bid herein, in conformance with all SMART's specifications and contract documents. The right to accept or reject any or all bids or portion thereof , or to waive any minor irregularities is reserved by SMART.

Provide The installation of 120 VAC electrical service to light poles at multiple locations. The contract start date will be the date shown in the Notice of Award.

Award will be made to the low responsive and responsible bidder meeting all specifications. SMART intends to award to one vendor, but at its sole discretion, SMART reserves the right to award to more than one vendor if it determines such action to be in its best interests.

Wayne Terminal, Lump Sum Amount \$ _____

Oakland Terminal, Lump Sum Amount \$ _____

Macomb Terminal, Lump Sum Amount \$ _____

TOTAL BID PRICE \$ _____

Add option, Macomb
terminal PVC conduit to vault house \$ _____

OFFER AND AWARD

11.00 OFFER AND AWARD

11.01 OFFER

The undersigned agrees that if this offer is accepted, the undersigned will perform according to all terms and conditions contained herein; and furthermore agrees that if this offer is accepted, will perform in accordance with all terms & conditions stated herein.

Company Name

Street Address

City, State, Zip

Phone : _____ Fax: _____

Legal Entity: _____

Proprietorship, Partnership, Corporation, Etc.

Contact Person: _____

State of Incorporation: _____ Tax ID #: _____

Licensed to do Business in Michigan: Yes _____ No _____

Signature of Authorized Representative

Date bid submitted

Printed Name of Authorized Person

Title

11.02 AWARD

The Authority agrees to award the contract to the above firm for the _____
for an amount not to exceed \$ _____
and will include all labor, materials, transportation, and all else necessary and
incidental for the performance of this contract.

This contract is executed this _____ day of _____, 20____, by
the SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION:

Witness

SMART REPRESENTATIVE