



Solicitation Number 2020-30
Invitation to Bid for Sierra Wireless MG90 Routers
Advertised: August 12, 2020
Bids Due: September 11, 2020 at 3:00 p.m.

NOTICE

The Clark County Public Transportation Benefit Area (dba C-TRAN) invites sealed bids for Sierra Wireless MG90 routers. Sealed bids will be received at the C-TRAN Administration Building, 10600 NE 51st Circle Avenue, Vancouver, Washington 98682, until 3:00 p.m. PST on September 11, 2020. Bids will be opened virtually via Webex webinar and read aloud. All questions regarding this invitation shall be addressed to procurement@c-tran.org.

1 INSTRUCTIONS TO BIDDERS

1.1 NONDISCRIMINATION REQUIREMENTS

C-TRAN, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 United States Code (USC) 2000d to 2000d-4, and Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (DOT) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

1.2 SMALL BUSINESS GOAL

This contract is funded, in part, with funds from the Federal Transit Administration (FTA). C-TRAN has established a voluntary small business participation goal of .5% for FTA-funded contracts, which may be met with participation from Washington State Certified Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs).

1.3 REVIEW OF BID DOCUMENTS

Bidders shall review all bid documents prior to bid submission. Bidders shall immediately notify C-TRAN of any ambiguity, error, or omission they may discover upon examination of the bid documents via e-mail to procurement@c-tran.org.

1.4 INTERPRETATION OF BID DOCUMENTS

No oral interpretations will be made as to the meaning of the contract documents. Requests for clarification shall be e-mailed to procurement@c-tran.org. Requests received less than ten days in advance of the Bid opening will be addressed at the discretion of C-TRAN.

1.5 REQUESTS FOR CHANGES OR SUBSTITUTIONS

Bidders may request modification to the contract documents by submitting a written request to procurement@c-tran.org. Requests shall be submitted on the form labeled Attachment B in this document. Changes to the specifications, including product substitutions, must be requested no less than ten days in advance of the bid opening.

Approval of requested changes will be included in an Addendum. No other form of approval shall be valid. Any bids that otherwise vary or add to the bidding or contract documents shall be construed as additional terms or modifications, shall not become part of the contract, and may result in rejection of the bid.

1.6 ADDENDA

Clarifications and changes to the bid documents shall be made available to all prospective bidders as addenda to the bid documents. It is the sole responsibility of the Bidder to learn of addenda, if any. All addenda shall be posted to C-TRAN's website. All such addenda shall become part of the contract. Each bid shall include acknowledgement of receipt and review all addenda issued during the bidding period on the bid forms.

If necessary, the date set for opening bids may be postponed by such number of days as in the opinion of C-TRAN shall enable bidders to revise their bids according to addenda changes. Bid opening will be at least seven calendar days after the issuance of the last addendum.

1.7 REQUIRED BID FORMS

Bids shall be submitted on the following forms. All forms must be fully completed, signed, and notarized if applicable.

- A-1 Bid Form
- A-2 Certification Regarding Ineligible Contractors
- A-3 Noncollusion Affidavit
- A-4 Affidavit Concerning Conflicts of Interest and Noncompetitive Practices
- A-5 Cargo Preference Certification
- A-6
- A-7 Bidders List and Subcontractor Information

Failure to submit the forms listed above will result in your bid being deemed non-responsive. Firms that choose not to submit bids are asked to complete the No Bid Form, Attachment C, to assist C-TRAN in future procurements.

Bidders shall not submit any supplemental information. Bidders shall not include a copy of the Invitation to Bid, Change Request, No Bid Form, Sample Contract, or Quarterly DBE/SBE and Prompt Payment Report in their submission.

1.8 BID PRICE

The bid price shall include everything necessary for the execution and completion of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, and labor, except as may be provided otherwise in the contract documents. Unless otherwise stated in Section 3, bid prices quoted are to be quoted on an FOB destination basis at C-TRAN's Maintenance Facility and shall include all freight charges. Bid prices shall not include sales tax.

Bidders shall show prices in legible figures (not words) written in ink or typed. Where conflict occurs, unit price shall prevail. Bids will be considered irregular and will be rejected if the unit price is left blank and a price per unit cannot be determined by equally dividing into the total price so as to result in a whole number. Bids shall be considered non-responsive and, therefore, void if figures are illegible.

1.9 BID VALIDITY

Each bid shall be considered current and a valid offer and may not be withdrawn for a period of 60 calendar days following the bid opening, unless the bidder is given written notice that its bid is unacceptable. C-TRAN may request that a bidder extend the bid pricing if contract award is extended beyond 60 days.

1.10 ALTERATIONS

Alteration may not be made by erasure; interlineations must be initialed in ink by the party signing the bid.

1.11 SUBMISSION OF BIDS

Bids will be received in person or by delivery. Bids will not be accepted via electronic mail or facsimile machine. Any bids received electronically will be rejected. Envelopes shall be sealed and clearly state the following on the outside:

BID: 2020-30 ITB for Sierra Wireless MG90 Routers

C-TRAN Procurement Department
10600 NE 51st Circle
Vancouver, WA 98682

Sealed bids will be received by C-TRAN up to the hour of the bid opening. No bids will be accepted after the time specified and will be returned to the bidder unopened. C-TRAN assumes no responsibility for delay in the delivery. Bids submitted by mail should, therefore, be mailed in ample time to arrive before the actual due date and time.

Bids received shall be kept unopened until the time fixed for the bid opening. If bid opening is postponed, any bidder whose bid is already submitted to C-TRAN shall be afforded the opportunity to revise or withdraw its bid.

1.12 MODIFICATION OF BID

A modification of a bid already received will be considered only if the modification is received prior to the time announced for submitting bids. Written modifications shall be executed and submitted in the same form and manner as the original bid. The modification must be clearly marked so as not to confuse it with the original bid. Oral, telephonic, electronic and/or facsimile modifications of bids are prohibited.

1.13 BID OPENING

Bids will be opened publicly via webinar at 3:00 p.m. on the bid due date. To attend online, please go to:

<https://c-tran.my.webex.com/c-tran.my/j.php?MTID=ma4aa2410e7167a91e44ef59eb953>

Meeting number: 126 500 3907

Password: CTRAN202030

Join by video system - Dial 1265003907@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone +1-510-338-9438 USA Toll

Access code: 126 500 3907

1.14 WITHDRAWAL OF BID

A bid may be withdrawn by written notice if received at the C-TRAN Administration Office no later than the time set for bid opening. A bid may be withdrawn in person by a bidder or its authorized representative, provided their identity is made known, they sign a receipt for the bid and provides a written notice, if withdrawn prior to the specified time for opening of bids.

1.15 CLAIM OF ERROR

A bid may be withdrawn due to a claim of error after bid opening; provided, however, that no consideration will be given by C-TRAN to a request for withdrawal of bid due to a claim of error in a bid unless written notice of such claim, including cost breakdown sheets, are delivered to C-TRAN within 48 hours after bid opening.

1.16 MODIFICATION OR CANCELLATION OF SOLICITATION

C-TRAN, at its sole discretion, reserves the right to modify this invitation prior to bid opening or to cancel this invitation at any time. C-TRAN shall not be responsible for any costs incurred by bidders in the preparation or submission of bids.

1.17 PROCUREMENT PROTEST PROCEDURES

Bidders or third parties who can demonstrate a substantial economic interest may protest C-TRAN's decision regarding a provision of the Invitation to Bid or contract award. All communication concerning a protest shall be in writing and will be open for public inspection. The following timelines apply when submitting a protest:

- Protests regarding pre-bid actions shall be filed no later than seven days before the bid opening.
- Protests regarding alleged improprieties apparent upon bid opening shall be filed no later than five days after the bid due date.

- Protests regarding contract award shall be filed no later than five days after contract award by C-TRAN's Board of Directors or notice of apparent successful proposer, whichever is earlier.

Bidders may appeal C-TRAN's decision to the FTA following procedures outlined in FTA Circular 4220.1F (March 18, 2013). This procedure covers both contract award appeals and appeals concerning decisions made prior to contract award. FTA will review protests regarding C-TRAN's failure to have written protest procedures or failure to follow such procedures. Copies of C-TRAN's protest procedures and FTA's review procedures may be requested from procurement@c-tran.org.

2 EVALUATION OF BIDS

2.1 MULTIPLE AWARD

A contract will be awarded to the lowest bidder for the respective Subcategory following a determination that the bidders is both responsive and responsible. If the lowest bidder is found to be non-responsive or non-responsible, its bid will be rejected, and the next lowest bidder will be evaluated for responsiveness and responsibility. C-TRAN will consider all materials submitted by the bidder to determine whether the offer is in full compliance with all contract documents.

2.2 CONDITIONS, OMISSIONS AND UNAPPROVED SUBSTITUTIONS

No bid may be conditioned in whole or in part on the revision or omission of any requirement or provision in any part of the bid documents. In addition, no bid may be based on any omission of, or unapproved substitution for, an item specified in the bid documents. Such bids shall be considered non-conforming and may be rejected accordingly.

2.3 REJECTION OF BIDS

C-TRAN reserves the right to reject any and all bids. Reasons for rejection include, but are not limited to, non-responsive bid, incomplete, obscure, irregular, or impose modifying conditions, any bid which omits any one or more items on which bids are required; any bid which omits unit prices, if required; any bid in which, in the opinion of C-TRAN, the unit prices are unbalanced. Any bid that is not signed by an authorized representative will be deemed non-responsive and be rejected accordingly. All bidder shall be notified if all bids are rejected.

2.4 WAIVER OF INFORMALITIES

C-TRAN reserves the right to waive any minor informalities of bid documents if the interest of the agency would be served.

2.5 SINGLE BID

In the event a single bid is received, C-TRAN will conduct a price or cost analysis of the bid and may make the award by negotiation or reject the bid and readvertise. The sole bidder shall provide such information, data, and other documentation as deemed necessary by C-TRAN for such analysis. C-TRAN reserves the right to

reject a single bid if, in C-TRAN's determination, the bid does not represent a reasonable price for the supplies and services.

2.6 EQUAL BIDS

In the event that two or more bids are equal in all respects, C-TRAN reserves the right to make the award by drawing lots between such bidders.

2.7 RESPONSIBILITY

C-TRAN may only make awards to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditionConditions of the contract. C-TRAN will evaluate the responsibility of the apparent low bidder after receipt of bids and prior to the time of contract award. Bidders must demonstrate that they qualify as responsible under the standards of 49 USC § 5325(j) and that proposed sub-contractors also qualify as responsible. To be deemed responsible, a prospective contractor must meet all of the following requirements:

- Have the financial resources adequate to perform the contract or the ability to obtain them;
- Have the ability to meet the required delivery or performance schedule, taking into consideration all existing commitments;
- Have a satisfactory performance record;
- Have a satisfactory record of integrity and business ethics;
- Be neither debarred nor suspended from federal programs under United State Department of Transportation (USDOT or DOT) regulations or under the Federal Acquisition Regulation.
- Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;
- Be in compliance with applicable licensing and tax laws and regulations;
- Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- Be in compliance with applicable Disadvantaged Business Enterprise (DBE) requirements; and
- Have other qualifications necessary to receive an award under applicable laws and regulations.

C-TRAN may request additional document in order to make a determination of responsibility. C-TRAN will consider all material submitted by the bidder, and any evidence it may otherwise obtain, to determine whether the bidder is capable of and has a history of successfully completing similar contracts. Refusal to provide requested information may cause the bid to be rejected.

2.8 AWARD

Award of the contract shall not be made until evaluation of the bids has been completed and all required approvals have been obtained including, but not limited to, formal award of this contract by C-TRAN's Board of Directors if applicable. C-TRAN shall make a contract award by written or electronic notice, within the time

for acceptance specified in the bid or an extension and to the responsible bidder whose bid, conforming to the invitation, is the lowest priced. Contract award notification will include the contract document (see Sample Contract Attachment D) for execution by the bidder.

3 TECHNICAL SPECIFICATIONS

Contractor shall supply Sierra Wireless AirLink MG90 mobile access routers (MARs) upon request from C-TRAN. This shall be an as-needed, requirements contract. The initial purchase will consist of ten MARs. However, C-TRAN maintains a fleet of 123 buses and intends to utilize this contract to purchase additional and replacement routers over a five year term. It is expected that C-TRAN will purchase approximately 12 routers per year. This contract is for parts only and C-TRAN will procure all licensing, support, and training from Sierra Wireless.

3.1 DELIVERY

Contractor shall deliver MARs within seven business days of a receipt of purchase order from C-TRAN. If, for any reason, Contractor is unable to provide the requested part within the stated time, or if the delivery will be delayed for any reason, Contractor shall so advise C-TRAN, stating the reason and a new estimated time of arrival. In the event Contractor is not able to provide the MAR within a reasonable time, C-TRAN will contact another Contractor. Contractor shall ensure that 90% of MARs are delivered within the stated deadlines. Failure to do so shall result in a discount to C-TRAN in the amount of 5% per part delivered late for the remainder of the annual period in which the 90% has not been met.

3.2 WARRANTY

The MARs shall be warranted against defects in hardware and software support for the duration of published manufacturer's warranty or a minimum of one year from delivery. Contractor is responsible for all replacement parts, labor, and shipping for items under warranty.

Contractor shall resolve all claims made by C-TRAN for warranty within ten days of receipt of the claim. Warranty claims, except those warranty items being negotiated, which remain unpaid after 30 days of the claim submittal date, will be charged 1% per month until the claim is paid. Payment of warranty claims shall be by credit memo only. Warranty claims remaining unpaid more than 90 days after receipt of claim will be deducted from the contract revenue earned by the Contractor (i.e., payment will be deducted from part purchases, future MARs under this contract, etc.). C-TRAN will give the Contractor ten days advance notice of its intent to deduct from said revenue.

At C-TRAN's request, under circumstances where warranty claims are being negotiated, Contractor shall repair or replace MARs to C-TRAN's specifications and approval within 15 days of being notified of a problem, regardless of the status of warranty negotiations. If the outcome of the warranty negotiation proves no warranty exists, C-TRAN will pay the invoice on parts, repairs, labor, etc. within thirty 30 days of receipt of invoice.

The Contractor shall provide C-TRAN with complete copies of all warranties and service agreements for components, assemblies and parts utilized in the MARs delivered under this contract. If any vendor to the Contractor offers a warranty on a component that is longer or more comprehensive than the required warranties stated above, the Contractor shall inform C-TRAN of this additional warranty and pass it through to C-TRAN at no additional cost to C-TRAN.

3.3 PRICING

Pricing shall remain firm during the first year of the contract. Each November, with a minimum of 60 calendar days advanced written notice, the Contractor may request a price increase. Price increases shall not exceed the applicable Consumer Price Index for the parts provided.

3.4 TERM

The term of this contract shall be from November 1, 2020 – October 31, 2025. Orders placed before the end date of the term shall be fulfilled no later than 60 days from the end date.

3.5 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this ITB, Contractors agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without C-TRAN incurring any financial or legal liability for such purchases. C-TRAN agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that C-TRAN is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

4 C-TRAN GENERAL CONDITIONS

4.1 APPROVAL BY C-TRAN

The work shall be executed under the direction and supervision of the C-TRAN Chief Executive Officer and their properly authorized agents on whose inspection all work shall be accepted or condemned. The C-TRAN Chief Executive Officer shall have the full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the Invitation to Bid.

4.2 CONFORMANCE TO SPECIFICATIONS

All bidders must conform to the final approved specifications. The product furnished must be of first quality, and the workmanship must be the best obtainable in the various trades.

4.3 COMPLIANCE

All equipment, components, and services provided shall be in complete compliance with all requirements of the laws of the State of Washington and Federal regulations. Should the Federal Government reinstitute

wage-price regulations which are applicable to the sale of this equipment pursuant to this bid, bidder/contractor shall comply with the provisions of such laws and regulations that may be adopted.

4.4 TITLE

Contractor shall warrant to C-TRAN, its successors, and assignees that the title to the material, supplies, and/or equipment covered by the Contract, when delivered to C-TRAN or its successors or assignees, shall be free from all liens and encumbrances.

4.5 ASSUMPTION OF RISK OF LOSS

C-TRAN shall assume risk of loss of the equipment on delivery to C-TRAN, 2425 NE 65th Avenue, Vancouver, Washington 98661. Prior to this delivery or release, Contractor shall have the risk of loss of the equipment, including any damages sustained during shipment.

4.6 INSPECTION OF SUPPLIES AND WORKMANSHIP

All supplies or workmanship shall be subject to inspection and test by C-TRAN to the extent practicable and in, any event prior to acceptance by C-TRAN. In case of defective material, workmanship, or non-conformity to this contract, C-TRAN shall have the right either to reject them or require their corrections.

4.7 MODIFICATIONS

This contract shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between C-TRAN and the Contractor via an amendment to the contract.

4.8 ASSIGNMENT OR SUBLET

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the subsequent Contract or Contractor's right, title, or interest in or to the same or any part thereof without previous consent in writing of the C-TRAN Chief Executive Officer endorsed thereon or attached thereto.

4.9 TERMS OF PAYMENT

C-TRAN will pay to Contractor, at the times and in the manner herein provided, the price(s) set forth in the contract for the goods and services furnished pursuant to the contract documents, and Contractor agrees to accept said sum(s) as full and final payment for all labor, materials, supplies, equipment, transportation, overhead, profit, taxes, duties, and charges of any nature incurred by Contractor in performing its obligations under the contract or arising there from.

4.10 AVAILABILITY OF FUNDS

C-TRAN has adequate funds to meet its obligations under this Agreement during the current fiscal year and intends to maintain this Agreement for the full period set forth. C-TRAN has no reason to believe that lack of funding will render it unable to fulfill the financial commitment due under the terms of this Agreement. It shall be understood that the availability of funds depends upon varied sources, including maintenance of tax

levies and other governmental funding. If C-TRAN, at any time, fails to have adequate funds to provide all or a portion of the service described in this Agreement, the obligations under this Agreement are suspended on the date the vendor is notified of such occurrence. The suspended obligations will become binding and enforceable from the date adequate funds are appropriated, regardless of the funding source.

4.11 CHOICE OF LAW

This contract shall be governed by the laws of the State of Washington, and any action brought in regard hereto shall be brought in Clark County, Washington. Should any legal action, litigation or arbitration become necessary, the non-prevailing party shall pay any and all fees.

4.12 PROHIBITED INTEREST

C-TRAN's officers, employees, agents, or any family members of same shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Additionally, no member, officer, or employee of C-TRAN during their tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

4.13 INDEPENDENT CONTRACTOR

Contractor shall be deemed an independent contractor for all purposes, and the employees of Contractor or any of its Contractors, Subcontractors, and the employees thereof shall not in any manner be deemed to be employees of C-TRAN. As such, the employees of Contractor, its Contractors, and Subcontractors, shall not be subject to any withholding for tax, social security or other purposes by C-TRAN, nor shall such Contractor, Subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers' or unemployment compensation or the like from C-TRAN.

4.14 TAXES

Unless otherwise provided in the contract documents, Contractor shall pay all sales, use, and similar taxes which are legally enacted at the time bids are received and shall secure and pay for all permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the work. As a municipal corporation, C-TRAN is exempt from Federal Excise Taxes. Federal Exemption Certificates will be furnished if so requested.

4.15 INDEMNIFICATION

Contractor shall indemnify, keep, and save harmless C-TRAN, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons, including Contractor's employees, or damages to property that may occur in the course of the performance of the Contract by Contractor, whether or not it shall be claimed that the injury or damage was caused by the negligence of C-TRAN, its officers, employees, or agents. Contractor shall, at its own expense, defend any and all such claims, including but not limited to, payment of all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against C-TRAN in any such action, Contractor shall, at its own expense, satisfy and discharge the same.

If the injured claimant is one of Contractor's employees, Contractor agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW. This indemnification clause has been mutually negotiated by Contractor and C-TRAN.

4.16 DUTY TO INFORM

If at any time during the performance of this Contract or at any time in the future, Contractor becomes aware of actual or potential problems, fault, or defect in the project, any nonconformance with any contract document or federal, state, or local law, rule, or regulation or has any objection to any decision or order made by C-TRAN, Contractor shall give prompt written notice thereof to C-TRAN. Any delay in or failure on the part of C-TRAN to provide a written response to Contractor shall neither constitute agreement with or acquiescence to Contractor's statement or claim, nor constitute a waiver of any of C-TRAN's rights.

4.17 NOTICES AND COMMUNICATIONS

All notices required to be given under the contract shall be in writing and may be delivered personally or by regular, registered, or certified mail to C-TRAN's project manager as specified in the contract.

4.18 DEFECTIVE OR DAMAGED WORK AND DAMAGES

If any work is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts shall be furnished. The new parts furnished, including transportation charges for the same, plus the labor for the removal of said parts, shall be free of all costs to C-TRAN. If C-TRAN finds it necessary to perform any work on any equipment which should have been done by Contractor within the intent of these specifications, Contractor agrees to reimburse C-TRAN all costs incident thereto, including materials, labor, and overhead.

If Contractor shall fail to comply promptly with any order by C-TRAN to repair, replace or correct damaged or defective work, then the C-TRAN Chief Executive Officer shall, upon written notice to Contractor, have the authority to deduct the cost thereof from any compensation due or become due to Contractor.

All loss or damage arising from any unforeseen obstructions or difficulties, either natural or artificial, which may be encountered in the prosecution of the work or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to the final acceptance of the work or the supply of materials or equipment or from any act or omission not authorized by the Contract or by Contractor or any agent or person employed by Contractor, shall be sustained by Contractor.

Acceptance of any equipment or components shall not release Contractor from liability for faulty workmanship or materials appearing, even after the final payment has been made. C-TRAN reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship, which do not conform to the specifications. However, C-TRAN is under no duty to make such inspection and if no such inspection is made, Contractor

shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications.

4.19 WARRANTY OF WORK

Contractor warrants to C-TRAN that all materials and equipment furnished under this contract will be of the highest quality and new unless otherwise specified by C-TRAN, free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of three years after final payment by C-TRAN and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to C-TRAN.

4.20 PENALTY FOR FAILURE TO COMPLETE CONTRACT

In case of failure on the part of Contractor to complete the contract, the contract may be terminated, and in such event (1) C-TRAN shall complete such Contract without further liability to Contractor for compensation for any labor, supplies, or materials furnished by Contractor under said Contract; or (2) C-TRAN shall direct Contractor to remove any equipment delivered by Contractor and refund to C-TRAN any amounts paid by C-TRAN to Contractor, and C-TRAN shall have no further liability to Contractor. In any case, either by reletting or otherwise, Contractor and its surety bondsman shall be liable to C-TRAN for all loss or damage which it may suffer on account of Contractor's failure to complete the contract within such time.

4.21 EXCUSABLE DELAYS

Except with respect to defaults of Subcontractors, Contractor shall not be considered in default by reason of any failure to perform in accordance with the Contract if such failure arises out of causes beyond the control and without the fault of negligence of Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor.

If the failure to perform is caused by the default of a Subcontractor(s), and if such default arises from causes beyond the control of both Contractor and the Subcontractor(s) and without the fault of negligence of either of them, Contractor shall not be in default by reason of any failure to perform, unless the supplies or services to be furnished by the Subcontractor(s) were reasonably obtainable from other sources on similar terms and in sufficient time to permit Contractor to meet the Contract requirements.

4.22 TERMINATION OF CONVENIENCE

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

4.23 TERMINATION FOR DEFAULT

In the event Contractor is, or has been, in violation of the terms of this Contract, including the Bid Documents, Specifications, and Contract, C-TRAN reserves the right, upon written notice to Contractor, to cancel, terminate, or suspend this Contract in whole or in part. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor will only be paid the Contract price for goods provided or services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by C-TRAN that Contractor had an excusable reason for not performing, such a strike, fire, or flood, events which are not the fault of or are beyond the control of Contractor, C-TRAN, after setting up a new delivery or performance schedule, may allow Contractor to continue work or treat the termination as a termination for convenience.

4.24 BREACHES AND DISPUTE RESOLUTION

4.24.1 Disputes

Disputes arising in the performance of this contract, including but not limited to the Indemnification provision, which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of C-TRAN, unless Contractor initiates the following internal appeal process. This C-TRAN decision shall be final and conclusive unless within ten days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to C-TRAN. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. If this appeal process fails then either party may pursue its remedies as set forth in Remedies below.

4.24.2 Performance During Dispute

Unless otherwise directed by C-TRAN, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

4.24.3 Claims for Damages

Should either party to the contract suffers injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts s/he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

4.24.4 Remedies

All claims, counterclaims, disputes and other matters in question between C-TRAN and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which C-TRAN is located.

4.24.5 Rights and Remedies

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

4.25 CLAIMS

Claims arising under this Contract shall be submitted in writing. C-TRAN shall respond to Contractor's claim within 45 calendar days of its receipt of the claim by either:

- Approving the claim;
- Denying the claim;
- Requesting necessary information from Contractor to enable C-TRAN to resolve the claim within 45 calendar days of its receipt of the requested information; or
- Determine that the claim presents a disputed issue of fact which must be resolved in accordance with the "Disputes" section of this Contract.

Contractor agrees to consolidate any claim or dispute involving multiple parties involved in this project and shall require that the inclusion of the "Disputes" sections and this section in other interrelated contracts to which they become a party in this project.

5 FTA GENERAL CONDITIONS

5.1 INCORPORATION OF FTA TERMS

The following provisions include, in part, certain Standard Term and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All USDOT required contractual provisions, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any C-TRAN requests which would cause C-TRAN to be in violation of the FTA terms and conditions.

5.2 FTA APPROVAL

The successful proposer will be required to comply with all terms and conditions prescribed for third party contracts by the USDOT, FTA, and C-TRAN. Third party contracting conditions can be found in the FTA circular 4220.1F, available on the FTA's website.

5.3 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

5.4 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended 31 USC § 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 USC chapter 53, the government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.

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

5.4.1 Audit and Inspection of Records

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract. Including, but not limited to, data, documents, reports,

statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three years after the termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required. Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required. Contractor agrees to include these provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA.

5.5 FEDERAL CHANGES

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

5.6 CIVIL RIGHTS

Contractor agrees to comply with the requirements including, but not limited to, those listed below are applicable to this Contract and any sub-contracts for work specified as a part of this Contract:

5.6.1 Nondiscrimination.

In accordance with Federal transit law at 49 USC § 5332 (Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirement FTA may issue.

5.6.2 Race, Color, Religion, National Origin, Sex.

In accordance with Title VII of the Civil Rights Act, as amended,, 42 USC § 2000d et seq., and Federal Transit Laws at 49 USC § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise Contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated

during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

5.6.3 Equal Employment Opportunity

(1) Federal Requirements and Guidance. Contractor agrees to, and assures that each subcontractor will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 USC § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 USC § 2000e note, (c) Comply with Federal Transit Law, specifically 49 USC § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

5.6.4 Age

In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal Transit Law at 49 USC § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

5.6.5 Disabilities

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal Transit Law at 49 USC § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

5.7 ENERGY CONSERVATION

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

5.8 DEBARRED PROPOSERS

Contractor will be required to certify that neither it nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract resulting from these specifications by any Federal department or agency. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

5.9 BUY AMERICA

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal Funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement does not apply to lower tier Subcontractors.

5.10 LOBBYING

Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with Non-federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

5.11 CLEAN AIR AND FEDERAL WATER POLLUTION REQUIREMENTS

Contractor agrees to:

- Not use any violating facilities;
- Report the use of facilities placed on or likely to be placed on the US Environmental Protection Agency (EPA) "List of Violating Facilities;"

- Report violations of use of prohibited facilities to FTA; and
- Comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C §§ 7401 - 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C §§ 1251-1387).

Contractor shall include these requirements in each subcontract under this Contract exceeding \$100,000.

5.12 CLEAN WATER REQUIREMENTS

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et. Contractor agrees to report each violation to C-TRAN and understands and agrees that C-TRAN will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. Contractor agrees to include these requirements in each Sub-contract under this Contract exceeding \$100,000.

5.13 CARGO PREFERENCE

Contractor shall:

- Use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels;
- Furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through Contractor in the case of a subcontractor's bill-of-lading.);
- Include these requirements in all subcontracts issued pursuant to this Contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

5.14 FLY AMERICA REQUIREMENTS

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

5.15 DISADVANTAGED BUSINESS ENTERPRISES

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in DOT Financial Assistance Programs. The national goal for participation

of DBE is 10%. The C-TRAN's overall goal for DBE participation is .50%. A separate contract goal has not been established for this procurement.

Contractor and any Subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as C-TRAN deems appropriate. Which may include: 1) withholding monthly progress payments; 2) assessing sanctions; 3) liquidated damages; and/or 4) disqualifying the bidder from future bidding as non-responsible. Each subcontract Contractor signs with a Subcontractor must include the assurance in this paragraph.

Contractor shall submit quarterly written reports (Attachment E) to C-TRAN that summarize the total small business participation for this Contract. Reports and other correspondence must be submitted to procurement@c-tran.org. Reports shall continue to be submitted quarterly until final payment is issued or the contract term has ended, whichever is later.

5.16 PROMPT PAYMENT

Contractor agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the C-TRAN. Contractor agrees to not withhold retainage from its subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of C-TRAN. This clause applies to both DBE and non-DBE subcontracts. Prompt payment shall be affirmed on the quarterly DBE report (Attachment E).

5.17 RECYCLED PRODUCTS

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC § 6962), and US Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

Bidder: _____

Acknowledgement of Addenda: I acknowledge receipt of _____ addenda to the Invitation to Bid.

Bid Amount:

Sierra Wireless Airlink MG90: \$ _____ each x 12 = \$ _____ per year.

* This is an estimated annual quantity only. No minimum purchase per year is guaranteed.

Authorized Official (Signature)

Date

Printed Name of Authorized Official

Title of Authorized Official

Telephone Number

E-Mail Address

Address

City, State, Zip

EIN

Bidder: _____

Bidder certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this bid.

Bidder certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.

Authorized Official (Signature)

Title of Authorized Official

Printed Name of Authorized Official

Date

Bidder: _____

State of: _____

County of: _____

The undersigned being first fully sworn, on oath certifies that the bid above submitted is a genuine and not a sham or collusion bid, nor made in the interest or on behalf of any person not therein named; and () they further say that said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid nor any other person or corporation to refrain from proposing; and that said bidder has not in any manner sought by collusion to secure to self-advantage over any other bidder or bidders.

Authorized Official (Signature)

Title of Authorized Official

Printed Name of Authorized Official

Date

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

Notary Signature

Notary Public in and for the State of _____, residing in _____

State of: _____ County of: _____

The undersigned, being first duly sworn, on oath states on behalf of Contractor:

That Contractor, by entering into this contract with C-TRAN to perform or provide work, services, or materials to C-TRAN, has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest and that it shall not acquire any such interest which conflicts in any matter or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to C-TRAN and take action immediately to eliminate the conflict or to withdraw from this Contract, as C-TRAN may require.

That Contractor, by entering into this contract with C-TRAN to perform or provide services or materials for C-TRAN, has thereby covenanted and by this affidavit does again covenant and assure that (1) no person or selling agency except bona fide employees or designated agents or representatives of Contractor have been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and (2) no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives to any official member or employee of C-TRAN or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

_____	_____
Authorized Official (Signature)	Title of Authorized Official
_____	_____
Printed Name of Authorized Official	Company Name

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

Notary Signature

Notary Public in and for the State of _____, residing in _____

Bidder agrees:

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

To furnish within 20 days following the date of loading for shipment originating within the United States, or within 30 days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in paragraph (1) above to C-TRAN (through the prime Contractor in the case of Subcontractor bills of lading) and to the Division of National Cargo, Office of market Development, Washington, D.C. 20590, marked with appropriate identification of the project.

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

Authorized Official (Signature)

Title of Authorized Official

Printed Name of Authorized Official

Date

Company Name

I, _____, hereby certify on behalf of _____
that:

- (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 an 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," in accordance with 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 Sub-contracts, Sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly.

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

Executed this ____ day of _____, 20__.

Authorized Official

Typewritten Name

Title of Authorized Official

Bidders List Data:

Bidder: _____

Bidder Primary NAICS Code: _____ Years in business: _____

Certified DBE or SBE in Washington State? DBE SBE Neither

Annual Gross Receipts: Less than \$500,000 \$500,00—\$1,000,000
 \$1,000,001—5,000,000 Greater than \$5,000,000

Sub-contractor List: Bidder shall list the names of all subcontractors participating in the contract.

Firm Name and Address	Work to be Performed	DBE, SBE, Neither

Date: _____

Vendor: _____

Page/Paragraph/Subject/Identifications:

Original Requirement/Specification:

Reason For Change:

Printed Name of Authorized Official

Authorized Official (Signature)

Company Name

Date

If electing not to submit a response for this project, please complete and mail this completed form to procurement@c-tran.org.

Company Name: _____

Contact Person: _____

Address: _____

Telephone Number: _____

E-Mail Address: _____

Reason for not submitting a Bid in response to this solicitation, receipt of this completed form will assist us in establishing solicitations for future work of this nature:

- Do not provide the required goods or services
- Cannot comply with the specification requirements
- The project/order is too small or too large (please circle one)
- Insufficient time to prepare submittal
- Other (please explain below):

THIS CONTRACT is made and entered into on the _____ day of _____ 20____, by and between the Clark County Public Transportation Benefit Area (hereinafter referred to as “C-TRAN”) and _____ (hereinafter after referred to as “Contractor”) for the provision of Sierra Wireless MG90 Mobile Access Routers (MARs).

WHEREAS, C-TRAN requires goods or services which Contractor is capable of providing, under Terms and Conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such goods services as C-TRAN does hereinafter require, under those Terms and Conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the Terms and Conditions set forth hereafter, the parties agree as follows:

ARTICLE 1 —CONTRACT DOCUMENTS

The contract documents consist of this Agreement, Bid Document, Specifications, Plans dated _____, Addendum # _____ dated _____, Contractor’s Bid dated _____, and all written Change Orders and Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2— SCOPE OF WORK

Contractor shall supply the goods and services in accordance with Section 4 of the Invitation to Bid.

ARTICLE 3— TIME OF PERFORMANCE

The term of this agreement shall be November 1, 2020 – October 31, 2025.

ARTICLE 4— COMPENSATION

Items shall be purchased on an as-needed basis, in accordance with the pricing set forth on Contractor’s bid dated _____ plus applicable sales tax. Total compensation shall not exceed \$150,000 over the five-year term. C-TRAN makes no provision for reimbursement of expenses beyond that actually contracted.

Contractor shall submit invoices to C-TRAN for the items delivered per the contract documents upon fulfillment of the entire purchase order. Invoices must be addressed to the Project Manager with a copy to the Accounting

Manager at accounting@c-tran.org. All invoices must include a Contract number. Payments to Contractor shall be made within 30 days from submission of each invoice.

ARTICLE 5—OVERPAYMENTS TO CONTRACTOR

C-TRAN reserves the right to correct any invoices paid in error. C-TRAN and Contractor agree that any amount paid in error by C-TRAN does not constitute a rate change in the amount of the contract. Contractor shall refund to C-TRAN the full amount of any erroneous payment or overpayment under this Contract within 45 days written notice. If Contractor fails to make timely refund, C-TRAN may charge Contractor 1% per month on the amount due, until paid in full, or deduct the amount of the vendor overpayment from current invoices due.

ARTICLE 6—OWNERSHIP OF DOCUMENTS

All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the property of C-TRAN. In consideration of the compensation provided for by this Agreement, Contractor hereby further assigns all copyright interests in such materials, writings and products to C-TRAN. A copy may be retained by Contractor.

ARTICLE 7—COMMUNICATIONS

Unless otherwise designated by the C TRAN Chief Executive Officer, Contractor shall direct all communication regarding the services required under this Agreement to the Inventory Manager, who shall be the Project Manager for this Agreement. All notices required with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to C-TRAN

C-TRAN Procurement Department
10600 NE 51st Circle
Vancouver, WA 98682

If to Contractor

ARTICLE 8—SUCCESSION

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.

ARTICLE 9—INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

ARTICLE 10—PROHIBITED INTEREST

C-TRAN’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to Sub-agreements.

ARTICLE 11—SEVERABILITY

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, C-TRAN and Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall be not affected thereby.

ARTICLE 12—ADHERENCE TO LAW

Contractor shall adhere to all applicable laws governing its relationship with its employees including, but not limited to, laws, rules, regulations, and policies concerning workers compensation and unemployment compensation.

ARTICLE 13—CONTINGENCY

The effectiveness of this Contract shall not occur until C-TRAN has notified Contractor that C-TRAN’s protest procedure (referenced in the ITB) is satisfied, which notice shall be delivered to Contractor not later than seven days after award by the C-TRAN Board of Directors if applicable. If C-TRAN determines in its sole and absolute discretion, that a protest should be upheld, and so notifies Contractor, then this Contract shall be null and void ab initio and of no force or effect.

This Agreement has been fully executed and entered into as of the day and year written below:

C-TRAN

CONTRACTOR

Shawn M. Donaghy, Chief Executive Officer

Signature of Contractor

Date

Printed name of Contractor

Title of Contractor

Date

**ATTACHMENT E
SOLICITATION 2020-30**

Quarterly DBE/SBE and Prompt Payment Report

This form must be submitted within 15 days of the end of each quarter (based on calendar year) on the following basis: April 15, July 15, October 15, and January 15.

Quarter Being Reported:

Contractor Name:

Contact Name and E-Mail:

Is the Contractor a DBE or SBE (DBE, SBE, Neither, Both):

Amount Paid to Contractor this Quarter:

Amount Paid to Sub-contractors/Suppliers this Quarter:

Total Amount Paid to DBE and SBE firms for the quarter (provide details below):

Firm Name	DBE, SBE, Both	Certification Number	Amount

Sub-contractors/Suppliers for which payment received:	Paid within 30 Days of payment from C-TRAN?	If not paid promptly, describe reason for delay:

This form may be submitted by e-mail to procurement@c-tran.org. By submitting this form you attest that the information provided is true and complete to the best of your knowledge. Attach additional pages if necessary.