



Bay Area Transportation Authority

Asset Location Enabled Process Control System - Yard Management Tool

Request for Proposal # BATA-10-5-2023

Due: December 8th, 2023 at 4:00 PM EST

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1 Statement of Work

1.1 Background

The Bay Area Transportation Authority (BATA) operates public transportation services throughout Grand Traverse and Leelanau Counties in Northwest Lower Michigan and provides more than 500,000 rides a year. The service area population is roughly 100,000 persons, with 40,000 of these living within the core urbanized area. BATA offers transportation through two distinct types of services: fixed route and micro-transit/demand response. Service information is available on the BATA website at www.BATA.net. At this time, all services of BATA are directly operated by the transit system. BATA operates a mixed fleet of more than 75 vehicles of various manufacturers (approximately 50 fixed route and 30 micro-transit).

The primary service provided by BATA consists of fixed route bus service (Loop) in the urban area and rural areas of the two counties of service. Service is provided on 4 urban routes, which are branded as the ‘Bayline’ and ‘City Loops.’ BATA’s 3 City Loops connect BATA’s Hall Street Transfer Station downtown to key points of interest in and around the Traverse City urban area. The Bayline is a free cross-town route connecting the east and west sides of Traverse City with frequency every 20 minutes. Our other fixed route bus services in the rural area are branded as ‘Village Loops.’ Hours of operation for each service can be found here: www.bata.net/maps-schedules/service-hours-locations.html

In addition to fixed route service, BATA provides on-demand micro-transit curb-to-curb transportation (Link) service for all of Grand Traverse and Leelanau Counties. This service operates during similar hours and days as the fixed route service. Between 10-15 vehicles are typically operated on the Link service at peak and reservations are accepted.

BATA services are provided with the support of federal, state, and local revenues, with an annual operating budget of approximately \$11,717,140 in eligible expenses.

Facilities: BATA operates three primary facilities. First, an administration and maintenance facility, located in the Township of Garfield, provides support services, and serves as a bus stop or transfer location. Second, an intermodal passenger facility is located in the City of Traverse City’s downtown area. This facility serves as a fixed route bus hub and as an Indian Trails waiting and ticketing location for two daily intercity bus departures. Our third facility is located in the Township of Garfield and serves as our training facility and maintenance storage facility. NOTE: BATA is building a transit headquarters facility that will be completed in July of ’24 and will replace the two other Garfield Township properties.

1.2 Project Summary

The Bay Area Transportation Authority (BATA) is seeking proposals from qualified vendors for the purchase, installation, and training of the items/services listed below. Vendor is required to provide all materials and equipment for installation, support licensing and activation. Proposals must be received by 12/08/2023 and proposed prices need to be good for 90 days past the submission date.

BATA is in the process of building a new Headquarters for Admin, Maintenance and Bus storage. With this new facility comes a new challenge of successfully launching BATA's diverse fleet from inside a building with 12 lanes of stacked assets.

BATA is looking for a process control system capable of tracking all asset locations accurate to within a meter or less when inside the geofenced area of the facility, inside and out with the highest repeatability and confidence in the level of accuracy and precision. The software must also be able to integrate with the telematics from our on-road GPS road solution (Samsara), as the vehicles enter the facility's geofence. The system must also integrate with BATA's routing (GMV & VIA) and maintenance (RTA) software through an open API to allow for the next-bus-out route assignments as well as repair and service coordination. This software shall employ an internal architecture that will use logic to track all attributes of the non-standardized fleet and align buses with matching route attributes to assure proper equipment is assigned through a BATA supplied decision matrix. There must be visual indicators to identify whether each asset is assigned, available, out of service or any other number of conditions at a quick glance.

A visual real-time snapshot of the parking garage must be displayed with asset attributes easily identified through the interface, (route assignment, Bus capacities, Bus Type. etc.). This will be interactive with routing software to allow dispatchers to assign buses to routes with similar attributes. This will also be a place for drivers to receive their assignments. An additional outside mounted monitor will need to be used to direct buses through the software decision tree into proper lanes to allow for setup of the next launch sequence. Continual updating must allow seeing all assets in real time/space as they come and go to provide exact availability through multiple readings per second when underway and one time per second updates when parked. Furthermore, as assets return from route, they will be directed to specific lanes to facilitate an organized approach to the next route launch and/or necessary maintenance as interpreted through telematics fed to the program from Samsara.

BATA operates a mixed fleet of 82 vehicles of varying manufacturers, makes, models, and sizes. BATA is procuring this equipment to fully outfit all revenue and service vehicles. The project will include BATA's entire fleet plus 10 extra asset tags for stock.

- Ford E-450 (2016 – 2020) Length (22 – 25')
- Ford E-550 (2018 – 2020) Length (25')
- Ford Transit 350 HD (2018) Length (22')
- Champion Challenger (2008 - 2010) Length (25-27')
- Thomas Built MVP EF (2011-2012) Length (32'7")
- Freightliner Challenger (2023) Length (29')
- Freightliner MB (2003) Length (32')
- Service vehicles

1.3 Project Specifications

BATA is looking for a process control system capable of tracking all asset locations accurate to within a meter or less when inside the geofenced area of the facility, inside and out with the highest repeatability and confidence in the level of accuracy and precision. The software must also be able to integrate with the telematics from our on-road GPS road solution (Samsara), as the vehicles enter the facility's geofence. The system must also integrate with BATA's routing (GMV & VIA) and maintenance (RTA) software through an open API to allow for the next-bus-out route assignments as well as repair and service coordination. This software shall employ an internal architecture that will use logic to track all attributes of the non-standardized fleet and align buses with matching route attributes to assure proper equipment is assigned through a BATA supplied decision matrix. There must be visual indicators to identify whether each asset is assigned, available, out of service or any other number of conditions at a quick glance.

The following is a list of *minimum* requirements.

Asset location enabled Process Control System:

- High durability Asset tags with extended life batteries (minimum 5yr life)
- Interior and exterior Sensors to track all tagged assets.
 - Areas included: Parking barn, Bus wash, Shop, Fuel Island, south & east building exterior.
- Open API for system integration with SAMSARA, RTA, GMV, Via, and Route/Driver Scheduling software programs.
- System architectural design with site survey and import of BATA supplied route and asset attributes.
- System design, installation and testing of all cabling, sensors, tags, function and ancillary products. (Cabling by BATA per desired spec)
- Onsite staff training - The Vendor will provide extensive training courses to BATA's Technical/Mechanical teams to educate & empower BATA to make changes/updates to onsite technology and software with support if needed from the proposer. The proposer will provide a tailored training program for

Administrative Staff and Drivers based on level of understanding of Yard Management Solution for each department set to BATA's standards. Training timing below:

- Dispatch (1/2 day) / Maint. Techs & IT (Full day) / Managers & Admin (Full day)
- Minimum of an Annual onsite health check to verify hardware condition and software function.
- Warranty must cover all servicing/replacement of all hardware failures/defects, including, but not limited to: Network equipment (Switches, Hubs, Routers, Timing Devices), Vehicle Sensors, Transmitters, Receivers, Displays, and Routing Signs for the duration of the contract term.
 - All programming, software, updates, and service packs must be supported for the duration of the service contract term.
- 24-7 Support including quick (same day) response assistance.
- Internal data management and manipulation

Please respond to every requirement listed in the “checklist” format below using the following coding in the vendor response column.

- **Y = Yes**

This is a standard feature provided by the integrated system - either from the Proposer or a partnered sub-Proposer. This feature requires NO additional equipment, routines and/or programs, user programming, use of a report writer, or query facility.

- **N = No**

This is not a standard feature provided by the integrated system, either from the Proposer or a partnered sub-Proposer. This feature cannot be obtained through any means available to the Proposer. We are unable or unwilling to modify the product (and still maintain support for the product, future upgrades, etc.) to provide this feature.

- **A = Available**

This is not a standard feature provided by the integrated system. However, the Proposer is willing to pursue customizing to include this feature. If customization is done, the Proposer will continue to support the customized system including supplying updates of related software maintaining the custom features. Items marked “Available” must include an estimate of the effort required to include in the system, to maintain and upgrade, when necessary. The estimate must include a numeric estimate of the number of labor-hours required to accomplish the change. Proposers shall supplement the effort estimate with a cost estimate if there is a charge for it in addition to the fixed price submitted by the Proposer in their pricing.

Comments: The “Comments” section can be utilized to show whether the package is amended by query, report writer, customized code, etc. to meet the requirements.

Yard Management System

	Vendor Response
The proposed Yard Management System must be cloud-based (preferred) or browser based on-site SQL server (acceptable) or other available technology. If the server is to be located on premises, then Proposer must provide or recommend the required hardware.	
Comments:	
The Yard Management System must utilize Ultra-Wide Band (UWB) Technology or comparable technology regarding durability, range & accuracy (<1M) with high confidence.	
Comments:	
The Yard Management System must integrate with Samsara (https://www.samsara.com), RTA (https://www.rtafleet.com) , GMV (Fixed-Route) (https://www.gmv.com/en), Via (Link on Demand) (https://ridewithvia.com), either through direct integration or API.	
Comments:	
The Yard Management System must have a graphical representation of the yard to display status, location & intelligently manage assignment of fleet vehicles.	
Comments:	
The Yard Management System must integrate with Samsara's (https://www.samsara.com) tracking for offsite GPS and seamlessly transition back to The Yard Management System when on premise.	
Comments:	
The Yard Management System must be expandable, upgradable & integrated with existing infrastructure.	
Comments:	
The Yard Management System must provide fast reliable markups.	
Comments:	
The Yard Management System will ingest GMV (https://www.gmv.com/en) & VIA (https://ridewithvia.com) routing to align fleet vehicles with parking & pullout timing.	
Comments:	

<p>The Yard Management System must be configurable and adaptable to display various parameters in a visual representation pulling data from various applications through an API.</p>	
<p>Comments:</p>	
<p>The Yard Management System must be expandable, upgradable & integrated with existing infrastructure.</p>	
<p>Comments:</p>	
<p>The Yard Management System must be configurable & BATA have access to change/modify visual attributes dependent on the technologies, capacity & systems installed on the vehicle.</p>	
<p>Comments:</p>	
<p>BATA will need access to dynamic attributes of Yard Management System software with access to the back-end software to make any adjustments or solve any issues that may arise onsite.</p>	
<p>Comments:</p>	
<p>Vehicle on-board tracking us must have a battery life greater than 5 years without degrading accuracy & quality of tracking.</p>	
<p>Comments:</p>	
<p>Tracker must be self-contained and self-powered with a preference to adhere to vehicle without drilling or holes for a mount.</p>	
<p>Comments:</p>	
<p>Will the Yard Management System work out of the box, require partial integration, or need development?</p>	
<p>Comments:</p>	
<p>The Yard Management System will provide outdoor/weatherproof digital signage that integrates with tracking software directing Drivers & vehicles to the appropriate lane/location in the yard.</p>	
<p>Comments:</p>	
<p>The Proposer will include appropriate specified training classes/courses to Dispatch, Drivers, Administrative Staff as well as Maintenance & IT (Information Technology) – See <i>More Detail on Page 9 & 10 for Training Requirements.</i></p>	

Comments:	
The Proposer must have prior experience with Mass/Public Transit integration.	
Comments:	
System must be turnkey (inclusive of all hardware, software (programming and licensing), wiring - including any subcontracted costs, and training).	
Comments:	

Component	Requirements
Equipment/ Software	<ul style="list-style-type: none"> • Software and hardware (Scanners, Trackers, Digital Signage) • High Telematics Integration with Samsara, GMV & Via through open API • Capable of operating consistently in BATA's service area, including the cold and snowy winter months and hot summer months
Installation / Labor / Customer and Technical Support	<ul style="list-style-type: none"> • Proposal includes all labor, travel, shipping, and appropriate materials to install the equipment. • Proposal includes ongoing customer, technical and product support and guidance as needed for the duration of the agreement
Miscellaneous Vehicle	<ul style="list-style-type: none"> • Spare parts list or bill of materials
Data Sharing / Upgrades / Development and Customization Flexibility	<ul style="list-style-type: none"> • Willingness to share data received and utilized by the system to inform research tasks and assessment of overall project goals. • Software upgrades included while under the agreement. • Ability and flexibility to consider development ideas or customization to meet business needs
BATA Staff Training	<ul style="list-style-type: none"> • The Vendor will provide extensive training courses to BATA's Technical/Mechanical teams to educate & empower BATA to make changes/updates to onsite technology and software with support if needed from the proposer. The proposer will provide a tailored training program for Administrative Staff and Drivers based on level of understanding of Yard Management Solution for each

	<p>department set to BATA’s standards. Training timing below:</p> <ul style="list-style-type: none"> ○ Dispatch (1/2 day) / Maint. Techs & IT (Full day) / Managers & Admin (Full day)
Connectivity	<ul style="list-style-type: none"> ● Hardwired Sensors & Wireless Trackers utilizing Ultra-Wide Band Technology
Mounts	<ul style="list-style-type: none"> ● The Vendor must propose mounting locations that minimize incidence and severity of damage due to contact. ● The Vendor must also consider internal mounting locations for any support equipment
Power Supply	<ul style="list-style-type: none"> ● Vehicle Tags – Battery ● Yard Sensor – Powered over Ethernet (POE)
Warranty	<ul style="list-style-type: none"> ● Warranty must cover all servicing/replacement of all hardware failures/defects for the duration of the contract term, including, but not limited to: <ul style="list-style-type: none"> ○ Network Equipment (Switches, Hubs, Routers, Timing Devices) ○ Vehicle Sensors ○ Transmitters ○ Receivers ○ Displays ○ Routing Signs ● All programming, software, updates, and service packs must be supported for the duration of the service contract term.
Contract Length	<ul style="list-style-type: none"> ● Minimum of 5 years

2 Procurement Process

2.1 Issuing Office

This Request for Proposal (RFP) is issued by the Bay Area Transportation Authority (BATA), 3233 Cass Road, Traverse City, Michigan, 49684.

All communications regarding this project during the procurement process must be in writing and either emailed or sent via mail and addressed to the Procurement and Grants Management Specialist. Any communications received during the procurement process regarding this project that are received by any other method than email or sent through the mail will not be accepted.

Shaughn Handley
 Procurement and Grants Management Specialist
 Bay Area Transportation Authority
 3233 Cass Road
 Traverse City, Michigan, 49684
 E-mail: info@bata.net

2.2 Project Oversight

The oversight of this BATA Project is the responsibility of the BATA Project Manager or his/her designee. The person(s) designated to perform as BATA's Project Manager AFTER AWARD of the Project is named below.

- Kurt Braun – Facilities & Fleet Maintenance Manager
- Paul Clasen - Technology Coordinator

The Vendor will be required to work with BATA staff and other agencies as directed by BATA throughout the duration of the Contract and attend Progress Meetings as required by the BATA Project Manager.

2.3 Proposal Requirements

To be considered for award, each respondent must submit a complete response to the RFP, using the designated format and accepting all federal and state requirements. Proposals are to be submitted only to BATA. No other distribution of proposals is to be made. Before submitting a proposal, firms shall carefully examine the scope of work and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal all items requested.

An official authorized to bind the respondent to the proposal must sign the Signature Page of the proposal in ink. It is to this person and at this email address that BATA will provide notices and other matters regarding this RFP after submission. Submission of a proposal shall bind the respondent to all provisions of the proposal, including costs, for a period extending not less than 90 days following the Proposal Due Date, which is stated in *Section 2.5: Schedule of Activities*.

Respondents shall submit one electronic (PDF) copy via email to info@bata.net. Additional instructions for submission are included in *Section 2.8: Submission*. **Proposals, including the Price Proposal, must be submitted to BATA by the Proposal Due Date.** The respondent is solely responsible for the timely delivery of the proposal to BATA. Late proposals will not be considered.

Proposals shall be organized as follows:

Section 1: Cover Letter

Section 2: Signed Signature Page (Attachment A)

Section 3: Qualifications/Experience & Project Approach (*See 2.10 Evaluation Criteria*)

Section 4: Price Proposal Form (Attachment B)

Section 5: Signed Federal Certifications (Attachment D) Materials and Supplies More Than \$150,000

Section 6: Markup on BATA new facility design (Attachment E) for installation.

The proposal shall include descriptions and documents that respond to the requirements in *Section 1.3: Project Specifications* and meet or exceed these requirements. BATA will be the final authority in determining the responsiveness of submittals, including whether all sections described above have been included. All materials submitted become the property of BATA. After selection, proposals shall be a matter of public record available for review, unless an exemption is requested and approved, in advance, for protection of trade secrets.

Each proposal must be prepared simply and economically, providing a straightforward, concise description of the respondent’s ability to meet the requirements and objectives of this RFP. Emphasis must be on completeness and clarity of content.

BATA is not liable for any cost incurred by any party prior to signing of a contract with that party and then only upon written authorization from BATA to proceed with the project.

2.4 Primary Vendor Responsibilities

The Vendor will be required to assume responsibility for all products and services offered in its proposal whether or not the Vendor performs them. Further, BATA will consider the Selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

If any part of the work is to be subcontracted, the prime contractor must provide a complete description of work subcontracted and descriptive information about the subcontractor’s organization and capabilities. The prime contractor is totally responsible for adherence by the subcontractors to all provisions of the contract. All subcontractors must be included in the proposal and are subject to BATA review and written approval prior to their participation in the project. The selected consultant firm may need to have a third-party subcontract approved by the Michigan Department of Transportation.

The Vendor may be asked to provide additional goods or services that have not been outlined in this RFP. When additional goods or services beyond those outlined in this RFP and in the Vendor’s proposal are identified, BATA and the Vendor will discuss the Vendor’s ability to complete this work. If BATA determines the Vendor must provide such additional goods or services, the Vendor will provide a Request for a Task Order describing the goods or work to be done and all associated costs and prices. A written task order will then be issued by BATA. Task orders cannot constitute a cardinal change.

2.5 Schedule of Activities

Activity	Date
RFP Released	October 27 th , 2023
Written Questions to BATA Due By	November 17 th , 2023
BATA’s Responses to Questions Released	November 27 th , 2023
Proposals Due	December 8th, 2023
Anticipated Award Date	January 5 th , 2024

Activity	Date
Third Party Contract Executed / Project Start Date	February 2 nd , 2024

2.6 Contract Term

The term of the proposed contract will commence once both parties have signed the agreed upon legal document(s). The contract will continue for at least a five year period, with a maximum of a ten year period. BATA can assist in the installation the equipment on BATA's vehicles and the Vendor will be fully responsible for installing hardware and network devices in the BATA facilities, and the Vendor to provide any necessary training to BATA's staff on the appropriate use and everyday maintenance of the equipment, and supporting the initial set up of a data interface. Once these preliminary steps are complete, the Vendor will provide additional support as needed to address any issues with the use of equipment and provide general technical support for the remainder of the contract term, including minimum annual onsite health checks.

BATA reserves the right to extend the term of the contract resulting from this RFP if additional support is deemed to be required. Any extension will be in writing and may include additional funding. The Vendor's obligations concerning indemnity and any and all warranties shall remain in effect after termination of the contract.

2.7 Pre-Proposal Assistance

BATA will provide the same information to all interested parties to prevent unequal access to information and ensure impartiality in the procurement process. To that end, BATA will not respond to telephone inquiries or personal visits.

Submit written questions (via U.S. postal service or email) to BATA at the addresses below no later than November 17th, 2023, 4PM EST.

Shaughn Handley
Procurement and Grants Management Specialist
Bay Area Transportation Authority
3233 Cass Road
Traverse City, Michigan, 49684
E-mail: info@bata.net

Any clarifications or changes made to this RFP, in response to the questions or concerns raised through correspondence received by BATA, will be posted in writing on BATA's website at <http://www.bata.net/>. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the proposal document. No changes will be made to the RFP after November 27th, 2023.

2.8 Submission

Proposals must be delivered via electronic submission to info@bata.net.

Bay Area Transportation Authority
Attn: Shaughn Handley
3233 Cass Road
Traverse City, Michigan, 49684

The proposal must be received by BATA by the date and time set forth in the *Schedule of Activities 2.5*.— Late proposals will not be considered.

All proposals submitted in response to this RFP will become the property of BATA and will not be returned to the respondent. Proposals may be withdrawn in writing at any time prior to the due date and time. A proposal may also be withdrawn in person by a proposing firm, provided the withdrawal is made prior to the due date and time. The proposing firm must sign a receipt of withdrawal. No proposal may be withdrawn after the due date unless there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date and time. BATA shall require proof of agency from the person withdrawing the proposal.

Include with submission:

Authorized Negotiators: Provide the names, telephone numbers, and email addresses of organization personnel to negotiate with Bay Area Transportation Authority.

Detailed Cost Breakdown: Indicate any portion of the proposal to be performed by subcontract. Include similar information as to the qualifications of intended subcontractors or their employees as is required of the respondent.

Business Organization: State the full name and address of your organization and, if applicable, the parent or subsidiary entity that will perform or assist in performance of the work contained in your proposal or will provide any assistance. Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you are incorporated. All respondents must include their organization's federal identification number.

2.9 Acceptance of Proposal Content

The contents of this RFP, its attachments, and the proposal will become contractual obligations if a contract ensues. Failure of the successful respondent to accept these obligations may result in elimination of the respondent from the selection process. BATA reserves the right to waive any minor informalities or irregularities.

2.10 Evaluation Criteria

Submittals will be evaluated on the basis of the factors presented in this section, which are listed in order of importance. The review committee members are:

- Communications and Development Director, BATA
- Facilities & Fleet Maintenance Manager, BATA
- Fleet Service Coordinator, BATA
- Technology Coordinator and/or Technician, BATA
- Procurement and Grants Management Specialist, BATA

They may be assisted by non-scoring technical advisors as needed (such as manager, driver, or dispatch staff).

BATA will award the Vendor with the highest-scored proposal that represents the best value. Price is relatively less important than the other criteria as a whole. Award will only be made to a responsive and responsible firm.

- Project Approach / Solution – 45% (45/100)
 - Explain the general approach to meet this project's goals, including technologies offered, technical capabilities, installation timeline, employee training, warranty, and ongoing technical support.
 - Describe your understanding of the requirements presented in this scope of work and your firm's demonstrated expertise to perform the type of work requested.
- Qualifications and Experience – 40% (40/100)
 - Describe the qualifications of the firm, including years in business and successful experience with at least three similar projects.
 - Provide a minimum of three references, public transit or government agencies to which the firm has provided similar services, or other entities that are familiar with the work of the firm. Include the address, phone number, email address, and contact name for each reference. Responses that do not include three references will be deemed incomplete and cannot be considered for selection.
 - Provide the expertise and names of the staff that will be responsible for supporting this project.
 - Confirm and explain how the firm has the appropriate financial & personnel capability to undertake this project.
- Price – 15% (15/100)
 - Respondents must submit **exactly one Price Proposal Form with exactly one total price as well as that price annualized over 5 years**. If a company responding to this proposal has multiple products, they must choose exactly one option (which could be a combination of products or a single product) to include in their response on the Price Proposal Form, with exactly one total price and a 5-year annualized price.

- The price provided in the Price Proposal Form will include the cost for Asset Location-Enabled Process Control System and will be evaluated based on the following formula: lowest 5-year annualized Solution as a Service proposal price divided by the 5-year annualized Solution as a Service proposal price being evaluated multiplied by available points.
- All travel costs billed will follow the State of Michigan's vehicle and travel rates. Current travel rates can be found on the Department of Technology, Management and Budget's website at:
 - http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html.
- **The Evaluated price will be the 5-year annualized cost of a Solution as a Service, but BATA may choose to select an extended contract length.**

2.11 Award

Based upon the Evaluation Criteria described above, a Review Committee will evaluate submitted proposals. BATA will award the contract to the most responsive, responsible proposer having proven experience as described herein. BATA reserves the right to award this contract not necessarily to the proposal with the lowest price but to the proposal that demonstrates the best value by the process described in *Section 2.10: Evaluation Criteria*.

BATA may select respondents that are determined to be within the competitive range to participate in additional discussions and in further negotiations regarding their proposals. Original scoring of non-price criteria may be modified based on the results of the discussions. All firms within the competitive range will have equal participation in the discussions. BATA's goal is to obtain final and best offers from each of the firms from which it may then make a selection for final negotiations and award.

The final selection shall be made on a best value basis at the conclusion of negotiations and may be based upon evaluation of the best and final offers unless a determination has been made instead to make an award on the basis of initial proposals without conducting discussions.

A response to any RFP is an offer to contract with BATA based upon the terms, conditions, and specifications contained in the RFP. Proposals do not become contracts unless and until BATA executes them. A contract has its inception in the award, eliminating the formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the RFP, unless any of the terms and conditions are modified by an RFP amendment, a contract amendment, a Best and Final Offer, or by mutually agreed terms and conditions.

2.12 Payment and Contract Type

This solicitation will result in a firm, fixed price contract. Each respondent shall propose a total, all-inclusive price for a 5-year Solution as a Service as well as that price annualized

over 5-years. This annualized price will be used in the Evaluation Criteria for price. Vendors may submit alternative proposals with lengthier contract terms in addition to the 5-year proposal, but these additional proposals will not be used in the Evaluation Criteria for scoring price.

A signed MDOT-approved third-party contract will serve as the notice to proceed with the project.

The vendor is responsible for all engineering and design of the system as well as the installation and calibration of sensors, while BATA / their sub-contractor may be responsible for all cabling and tag installations, the vendor must supply cost estimates based on design and local labor rates. The vendor shall also provide training for BATA staff to operate and perform routine maintenance after installation is complete. The Vendor may continue to support maintenance, including tasks covered by the warranty.

Progress payments for completed work may be made based upon milestones agreed to by the Project Manager. Recommended milestones are:

1. Equipment has been successfully installed, the system has been tested and is fully functional, and all relevant staff trained.
2. Annual solution subscription fees begin upon final acceptance and annually for the subsequent year paid starting 1 year thereafter.

Upon completion of a milestone, the Vendor will submit an itemized invoice to BATA. Upon acceptance, BATA will place a request to the State of Michigan which will take a minimum of (45) days to be processed. No Payment will be made by BATA until the reimbursement check is received by the Finance department of BATA.

2.13 Compliance with Laws and Regulations

The Vendor shall render the services required by this RFP in complete compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations. It shall be the responsibility of the Vendor to be familiar with and comply with said regulations and policies. The Vendor shall also provide the BATA with satisfactory evidence to obtain the required insurance from a company licensed by the Insurance Commissioner of the State of Michigan to transact surety business in the State of Michigan. The Vendor shall maintain insurances in force at all times during the term of this agreement, including commercial general liability insurance at a minimum of \$1,000,000 per occurrence.

Bay Area Transportation Authority is exempt from Federal, State, and local taxes. Bay Area Transportation Authority will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this RFP.

2.14 Independent Price Determination

By submission of a proposal, the respondent certifies that in connection with this proposal:

- The prices in the proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting

competition as to any matter relating to such prices with any other respondent or with any competitor.

- Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.
- No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

The person signing the Price Proposal Form certifies that she/he:

- Is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

2.15 Reservation of Rights

BATA reserves its rights to cancel, amend, or reissue this RFP or the project at any time and may cancel any award pursuant to this RFP or seek amended or new proposals for a sound, documentable, business reason.

BATA further reserves the right to:

- Reject any/all proposals and re-solicit or cancel the RFP for sound, documentable business reasons;
- Enter into a contract with any respondent, based upon the initial proposal, or on the basis of a Best and Final offer, with or without conducting written or oral discussions;
- Award a contract to a respondent other than the respondent that submitted the lowest price proposal.

The Vendor agrees to indemnify and hold the agency, its officers, agents, employees and/or trustees, harmless from and against any and all claims or causes of action brought against the agency and from any and all damages, losses, expenses, attorney fees, costs and liabilities sustained by the agency arising out of any claimed defect in the goods and services provided by the Vendor. The Vendor's obligation under this paragraph shall include the obligation to indemnify and hold the agency harmless for negligence, whether active, passive, or concurrent, in the performance of the agency's duties and obligations pursuant to this project and agreement.

Attachment A: Signature Page

Company Name:	
Address:	Telephone Number: Fax Number:
Email Address:	Federal Tax ID Number:
<p>Check ONE of the following:</p> <p style="text-align: center;">Partnership Non-Profit Corporation Profit Corporation</p> <p>Check ONE of the following. If you have a DBE status, submit current certificate with proposal:</p> <p style="text-align: center;">DBE Non-DBE</p> <p>Other, Specify:</p>	
<p><i>I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder.</i></p> <p>Signature of Person Authorized to Sign:</p>	Title of Authorized Signatory:
Name of Authorized Signatory (print):	Date:
<p><i>The above individual is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for a period of at least 90 days.</i></p>	
<p>EXCLUSIONS Please list any exclusions for this RFP: <i>(Check here if a separate page is necessary, please indicate these are exceptions to any portion of this solicitation)</i></p>	

Attachment B: Price Proposal Form

Bay Area Transportation Authority Asset Location Enabled Process Control System – Yard Management Tool

Request for Proposal # BATA-10-5-2023

BATA is procuring a new location-enabled process control system (hardware and software), for its entire fleet to assist in the organized launch and return functions in its new headquarters bus storage. The price used for evaluation scoring will be the 5-Year annualized Solution as a Service price, evaluated by the following formula: lowest 5-Year annualized proposal price received divided by the 5-Year annualized proposal price being evaluated multiplied by available points. Exactly one price proposal form must be submitted per proposal. If Vendors offer pricing for terms beyond a 5-Year Solution as a Service, please provide with explanation of additional offerings/benefits (if applicable) for an extended length of contract. Proposals beyond the 5-year offering will not be scored in the Evaluation Criteria but may be exercised.

Solution as a Service

Total price (USD) 5 Year = \$ _____ Annualized Cost: \$ _____

Provide a signed and completed copy of this page as your Price Proposal.

Company Name: _____

Printed Name and Title of Signer: _____

Signature: _____ Date: _____

Attachment C: Bid Protest Procedures

Contractors wishing to protest procurement decisions or processes must submit the protest in writing to the BATA Executive Director, at the BATA - 3233 Cass Road, Traverse City, MI 49684. Protests about solicitation specifications or processes must be received ten (10) business days before the proposal due date. Protests received after the due date, but before the award must be received before (5) business days after the due date. Post award protests must be received by the Bay Area Transportation Authority no later than five (5) business days after the award decision.

The protester must qualify as an “interested party” in the procurement. An “interested party” is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the procurement at issue.

The written protest must identify the protesting party, clearly define the decision or process being protested and the reason(s) for the protest, and the relief desired of Bay Area Transportation Authority’s procurement award.

The Bay Area Transportation Authority reserves the right to not accept solicitations, postpone or extend the solicitation due date, cancel any award or re-solicit based on the protest received. The Bay Area Transportation Authority Executive Director or her/his designee will review the written protest and provide a written decision to the protestor within (10) business days of receiving the protest.

The protestor can appeal the Bay Area Transportation Authority Executive Director’s or her/his designee’s decision to the BATA Board. That appeal must be filed with the Bay Area Transportation Authority Executive Director’s or her/his designee within (5) business days of the Executive Director’s or her/his designee’s decision. The BATA Board’s decision on the appeal will be final.

Protestors can appeal the BATA Board’s decision to the FTA Region V Office, 200 West Adams Street, Suite 320, Chicago, Illinois 60606, Phone: (312) 353-2789; FAX (312) 886-0351.

Attachment D: Federal Clauses – Materials and Supplies More Than \$150,000

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Attachment D

Attachment Number or Letter

FEDERAL CLAUSES - MATERIALS AND SUPPLIES MORE THAN \$150,000

LOBBYING

Applicability - construction/architectural and engineering/acquisition of rolling stock/professional service contract/operational service contract/turnkey contracts over \$150,000. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$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 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S. C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Contractor / Company Name

NAME, TITLE, AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

Type or Print Name	Title
Signature	Date

BUY AMERICA CERTIFICATION (STEEL AND MANUFACTURED PRODUCTS)

Applicability - construction contracts and acquisition of goods or rolling stock (valued at more than \$150,000) Contractor shall comply with 49 USC 5323U) 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 nonresponsive. This requirement does not apply to lower-tier subcontractors.

Certificate of **Compliance** with Buy America Requirements. The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323U) (1), and the applicable regulations in 49 CFR part 661.

Contractor / Company Name

NAME, TITLE, AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

Type or Print Name	Title
Signature	Date

Only sign either Certificate of **Compliance** or Certificate of **Non-Compliance**.

Certificate of **Non-Compliance** with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323U), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Contractor / Company Name

NAME, TITLE, AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

Type or Print Name	Title
Signature	Date

GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

Applicability - all contracts more than \$25,000.

The Recipient agrees to the following:

1. It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov%2C.proxy1.semalt.design/> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov%2C.proxy1.semalt.design/> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
2. If the Recipient suspends, debar, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

Contractor / Company Name

NAME, TITLE, AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

Type or Print Name	Title	
Signature		Date

BREACHES AND DISPUTE RESOLUTION

Applicability - all contracts more than \$150,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon the contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729. Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should

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either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient 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 residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient 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 thereunder, except as may be specifically agreed in writing.

CLEAN AIR

Applicability - all contracts more than \$150,000.

1. Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
2. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CLEAN WATER

Applicability - all contracts and Subcontracts more than \$150,000.

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 seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

FLY AMERICA REQUIREMENTS

Applicability - all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

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. The contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

CARGO PREFERENCE

Applicability - all contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall:

- a. 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;
- b. 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.);
- c. 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.

ENERGY CONSERVATION

Applicability - all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

ACCESS TO RECORDS AND REPORTS

Applicability - as shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) (1), which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, contractor shall make available records

related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11). FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Applicability - all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

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 the purchaser 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.

RECYCLED PRODUCTS

Applicability - all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds.

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability - all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Applicability - all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

1. 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 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 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, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n) (1) on contractor, to the extent the US Government deems appropriate.
3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

Applicability - all contracts more than \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000.

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to

comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- g. Termination for Default (Transportation Services) if contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
 - a. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 - b. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall:
 - a. Immediately discontinue all services affected (unless the notice directs otherwise), and
 - b. Deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable

for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events that are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

Applicability - when a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS

Applicability - all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702. 1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program FT A does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- b. Nondiscrimination - Title VI of the Civil Rights Act The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U S.C. § 2000d et seq., (b) U S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964," 49 CF R part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FT A determines otherwise in writing, follow: (a) The most recent edition of FT A Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) US DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant 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 U S C. § 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 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 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". Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R chapter 60, and (b) 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 U.S C § 2000e note,
- d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101 (b) of MAP-21, 23 U S C. § 101 note, (b) U S DOT regulations, "Participation by Disadvantaged

- Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: (1) Have a DBE program meeting the requirements of 49 CFR part 26, 2 implement a DBE program approved by FTA, and 3 establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FT A-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C. F. R. part 26 under MAP-21 and previous legislation,
- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
 - f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 - 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (US. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S. C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, US. 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, which implements the Age Discrimination Act of 1975, and Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
 - g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles 11 and 111 of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C § 5332, which now includes disability as a prohibited basis for discrimination, and (e) other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities

Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) US DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C. F. R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

- h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd - 290dd-2,
- i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,
- j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

DISADVANTAGED BUSINESS ENTERPRISE

Applicability - contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

PROMPT PAYMENT

Applicability - all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Applicability - all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1 F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

1. Recipients & subrecipients are prohibited from obligating / expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

- ii. surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
3. See [Public Law 115–232](#), section 889 for additional information.
4. See also [§ 200.471](#)

SAFE OPERATION OF MOTOR VEHICLES

Applicability - The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

Flow Down Requirements – The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

1. Seat Belt Use:
 - a. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The term "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.
2. Distracted Driving:
 - a. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

Applicability – For all Intelligent Transportation Systems (ITS) Projects

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307 (c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed

Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ACTIVITIES NOT INVOLVING CONSTRUCTION

The Contractor agrees to comply with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “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),” 29 C.F.R. Part 5.

Attachment E: BATA New Facility Drawings and Specifications

PDF Version of “Attachment E – BATA New Facility Drawings and Specifications” Provided Below.

Attachment F: Decision Matrix Tree

Excel Workbook:

[Attachment F - Decision Matrix Tree 10-2-23](#)

PDF Version of “Attachment F – Decision Matrix Tree 10-2-23”
Provided Below.

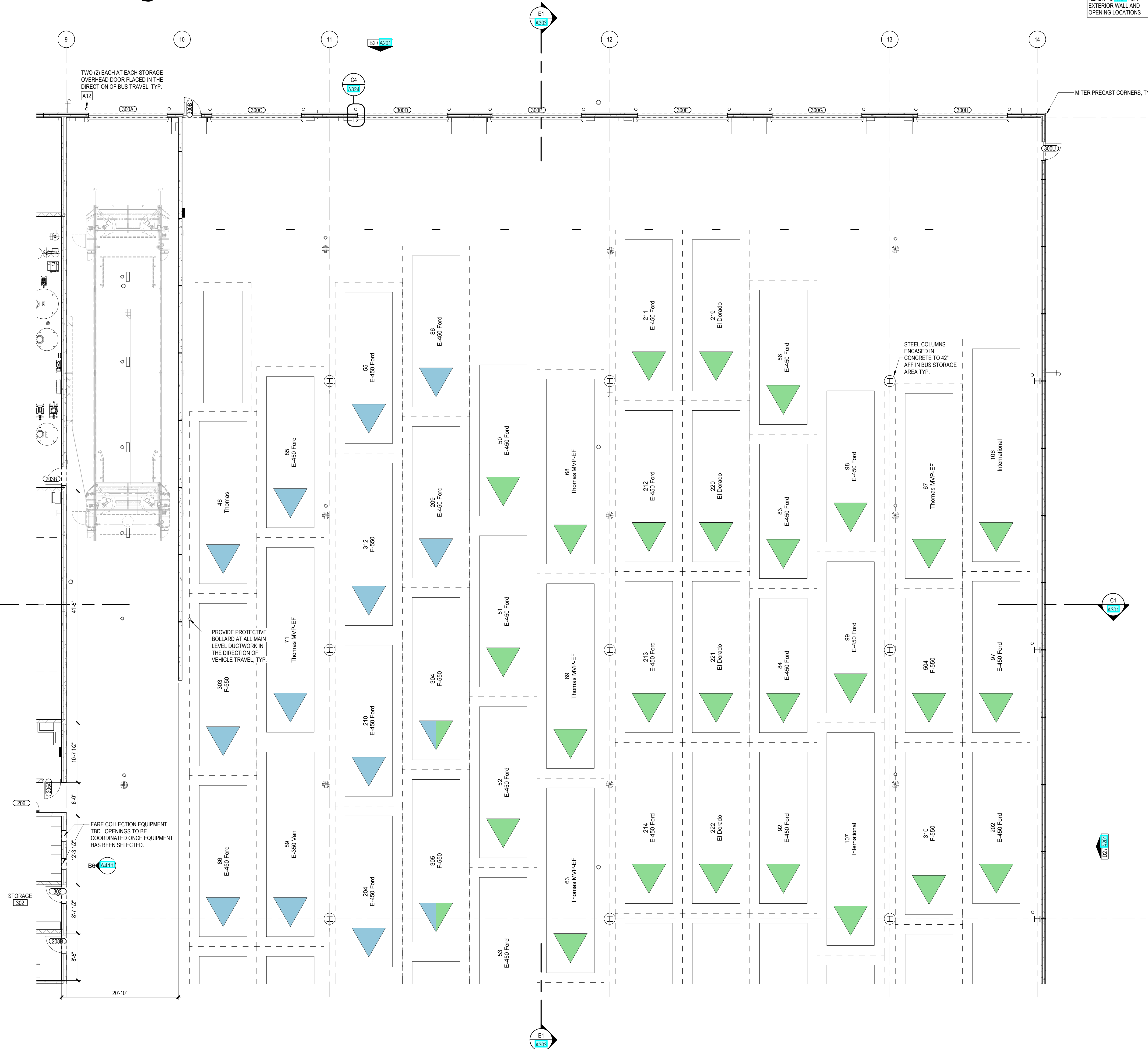
Attachment G: Michigan Sales and Use Tax Certification of Exemption Form

PDF Version of “Attachment G: Michigan Sales and Use Tax Certification of Exemption Form” Provided Below.

Attachment E: BATA New Facility Drawings and Specifications

Floor Plan Part B

Page: 1



- #### GENERAL NOTES
- DO NOT SCALE DRAWINGS.
 - FINISH FLOOR ELEVATION = 100'-0". REFER TO CIVIL DRAWINGS FOR SITE DATUM ELEVATION EQUIVALENT.
 - EXISTING BUILDING CONDITIONS BASED ON OWNER PROVIDED DRAWINGS AND LIMITED FIELD VERIFICATION. VERIFY EXACT CONDITIONS IN FIELD. SHOULD DISCREPANCIES OCCUR, NOTIFY ARCHITECT FOR CLARIFICATIONS.
 - BEGINNING WORK INDICATES THAT THE CONTRACTOR HAS ACCEPTED AND VERIFIED EXISTING CONDITIONS.
 - REFER TO CODE COMPLIANCE DRAWING(S) FOR LOCATIONS OF RATED ASSEMBLIES AND CODE SUMMARY.
 - ABBREVIATIONS, TYPICAL MOUNTING DIMENSIONS, AND ANNOTATION SYMBOLLOGY ARE SHOWN ON GENERAL INFORMATION DRAWINGS.
 - WALL DIMENSIONS ARE TO FACE OF MASONRY, FACE OF CONCRETE, FACE OF STUDS, COLUMN CENTERLINE AS SHOWN OR EXISTING CONSTRUCTION UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS ARE PERPENDICULAR AND PARALLEL, UNLESS NOTED OTHERWISE.
 - PATCH ALL DISTURBED SURFACES WITH MATERIALS TO MATCH ADJACENT SURFACE CONSTRUCTION.
 - PROVIDE APPROVED SMOKE/FIRESTOPPING ASSEMBLIES AT ALL MECHANICAL AND ELECTRICAL PENETRATIONS THROUGH FIRE RATED AND SMOKE RESISTANT PARTITIONS IDENTIFIED ON CODE COMPLIANCE DRAWINGS.
 - OWNER FURNISHED EQUIPMENT IS SHOWN LIGHT DASHED FOR REFERENCE ONLY. REFER TO EQUIPMENT DRAWINGS FOR ADDITIONAL INFORMATION.
 - REFER TO INTERIORS FOR FINISHES INCLUDING WALL PROTECTION ITEMS.

- #### INTERIOR PARTITION GENERAL NOTES
- CONSTRUCT ALL WALLS TIGHT TO DECK ABOVE AND EXTEND INTO DECK FLUTES AND WEBS OF STEEL MEMBERS UNLESS OTHERWISE NOTED.
 - PROVIDE DEFLECTION TRACK AT THE TOP OF ALL INTERIOR NON-BEARING METAL STUD WALLS CAPABLE OF ACCOMMODATING 1" ROOF/FLOOR DEFLECTION.
 - REFER TO CODE COMPLIANCE PLAN FOR RATED WALL LOCATIONS. FIRE RATED AND SMOKE RESISTANT ASSEMBLIES SHALL BE CONTINUOUS, WITH OTHER PARTITIONS ABUTTING THEM.
 - PROVIDE FIRESTOPPING/ SMOKE SEALANT AT ALL PENETRATIONS THROUGH FIRE RATED AND SMOKE RESISTANT ASSEMBLIES, CORRIDORS, AND FLOORS WITH OCCUPIABLE SPACES ABOVE AND BELOW.
 - PROVIDE ACOUSTICAL SEALANT AT ALL WALLS WITH ACOUSTICAL INSULATION.
 - PROVIDE 5/8" WATER RESISTANT GYPSUM WALLBOARD AT ALL WALLS OF TOILET ROOMS, WALLS RECEIVING TILE, AND WALLS BEHIND AND ADJACENT TO SINKS.
 - PROVIDE 5/8" TILE BACKER AT ALL WALLS OF SHOWER ENCLOSURES.
 - REFER TO STRUCTURAL DRAWINGS FOR MASONRY REINFORCING AND GROUTING.
 - PROVIDE BULLNOSE CONCRETE MASONRY UNITS AT EXPOSED SILLS AND AT ALL INTERIOR EXPOSED VERTICAL CORNERS, INCLUDING WINDOW AND DOOR JAMBS.
 - ALL WALLS ARE TYPE S3A UNLESS NOTED OTHERWISE.

INTERIOR PARTITION TAG LEGEND

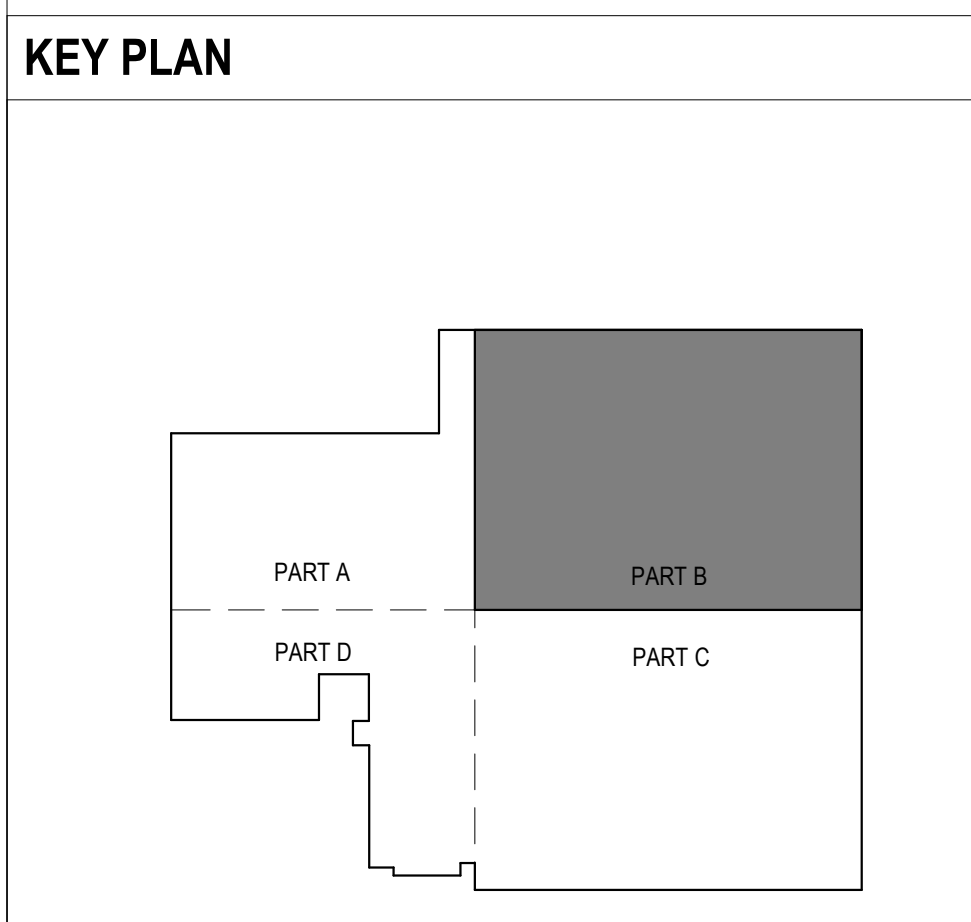
CORE MATERIAL	CORE SIZE (NOMINAL)
S - STEEL STUDS	S
W - WOOD STUDS	W
C - CONCRETE	C
M - MASONRY	M
H - CH / SHAFTWALL	H

ACROUSTICAL INSULATION	CORE SIZE (NOMINAL)
0	7/8"
1	1 5/8"
2	2 1/2"
3	3 5/8"
4	4"
5	4"
6	6"
7	6"
8	8" CFMF
9	2x8
10	10" 10"
11	8" 8"
12	12" 12"

PARTITION TYPE SUFFIX

REFER TO SCHEDULE BELOW

- #### INTERIOR PARTITION TYPE SUFFIXES
- B 5/8" GYPSUM BOARD ON BOTH SIDES. EXTEND TO 6" ABOVE CEILING (OR HARD CEILING WHERE IT OCCURS).
 - C 5/8" GYPSUM BOARD ON BOTH SIDES. EXTEND TAGGED SIDE TO DECK AND OTHER SIDE TO 6" ABOVE CEILING (OR HARD CEILING WHERE IT OCCURS).
 - D 5/8" GYPSUM BOARD ON ROOM SIDE ONLY. EXTEND TO DECK.
 - E 5/8" GYPSUM BOARD ON ROOM SIDE ONLY. EXTEND TO 6" ABOVE CEILING (OR HARD CEILING WHERE IT OCCURS).



FLOOR PLAN - PART B
1/8" = 1'-0"

BAY AREA TRANSPORTATION AUTHORITY
OPERATIONS CENTER

ISSUANCE
CONSTRUCTION DOCUMENTS
10/28/2022
REVISIONS
NO. DATE DESCRIPTION

FILE NUMBER 88760002
PROJECT MANAGER SDH
PROFESSIONAL JFR
DRAWN BY JFR
CHECKED BY

FLOOR PLAN -
PART B
A101B

progressive ae

18114 Mile Rd NE Grand Rapids, MI 49525 616.361.2864 www.progressiveae.com

10/27/2022 11:33:17 AM
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A101B
THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE AE AS AN INSTRUMENT OF SERVICE, AND PROGRESSIVE AE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THEREIN.

Attachment E: BATA New Facility Drawings and Specifications

Floor Plan Part C

Page: 2

GENERAL NOTES

- DO NOT SCALE DRAWINGS.
- FINISH FLOOR ELEVATION = 100'-0". REFER TO CIVIL DRAWINGS FOR SITE DATUM ELEVATION EQUIVALENT.
- EXISTING BUILDING CONDITIONS BASED ON OWNER PROVIDED DRAWINGS AND LIMITED FIELD VERIFICATION. VERIFY EXACT CONDITIONS IN FIELD. SHOULD DISCREPANCIES OCCUR, NOTIFY ARCHITECT FOR CLARIFICATIONS.
- BEGINNING WORK INDICATES THAT THE CONTRACTOR HAS ACCEPTED AND VERIFIED EXISTING CONDITIONS.
- REFER TO CODE COMPLIANCE DRAWING(S) FOR LOCATIONS OF RATED ASSEMBLIES AND CODE SUMMARY.
- ABBREVIATIONS, TYPICAL MOUNTING DIMENSIONS, AND ANNOTATION SYMBOLOLOGY ARE SHOWN ON GENERAL INFORMATION DRAWINGS.
- WALL DIMENSIONS ARE TO FACE OF MASONRY, FACE OF CONCRETE, FACE OF STUDS, COLUMN CENTERLINE AS SHOWN OR EXISTING CONSTRUCTION UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE PERPENDICULAR AND PARALLEL, UNLESS NOTED OTHERWISE.
- PATCH ALL DISTURBED SURFACES WITH MATERIALS TO MATCH ADJACENT SURFACE CONSTRUCTION.
- PROVIDE APPROVED SMOKE/FIRESTOPPING ASSEMBLIES AT ALL MECHANICAL AND ELECTRICAL PENETRATIONS THROUGH FIRE RATED AND SMOKE RESISTANT PARTITIONS IDENTIFIED ON CODE COMPLIANCE DRAWINGS.
- OWNER FURNISHED EQUIPMENT IS SHOWN LIGHT DASHED FOR REFERENCE ONLY. REFER TO EQUIPMENT DRAWINGS FOR ADDITIONAL INFORMATION.
- REFER TO INTERIORS FOR FINISHES INCLUDING WALL PROTECTION ITEMS.

INTERIOR PARTITION GENERAL NOTES

- NEW STUD WALL CONSTRUCTION NEW MASONRY WALL CONSTRUCTION
- CONSTRUCT ALL WALLS TIGHT TO DECK ABOVE AND EXTEND INTO DECK FLUTES AND WEBS OF STEEL MEMBERS UNLESS OTHERWISE NOTED.
 - PROVIDE DEFLECTION TRACK AT THE TOP OF ALL INTERIOR NON-BEARING METAL STUD WALLS CAPABLE OF ACCOMMODATING 1" ROOF/FLOOR DEFLECTION.
 - REFER TO CODE COMPLIANCE PLAN FOR RATED WALL LOCATIONS. FIRE RATED AND SMOKE RESISTANT ASSEMBLIES SHALL BE CONTINUOUS, WITH OTHER PARTITIONS ABUTTING THEM.
 - PROVIDE FIRESTOPPING/ SMOKE SEALANT AT ALL PENETRATIONS THROUGH FIRE RATED AND SMOKE RESISTANT ASSEMBLIES, CORRIDORS, AND FLOORS WITH OCCUPIABLE SPACES ABOVE AND BELOW.
 - PROVIDE ACOUSTICAL SEALANT AT ALL WALLS WITH ACOUSTICAL INSULATION.
 - PROVIDE 5/8" WATER RESISTANT GYPSUM WALLBOARD AT ALL WALLS OF TOILET ROOMS, WALLS RECEIVING TILE, AND WALLS BEHIND AND ADJACENT TO SINKS.
 - PROVIDE 5/8" TILE BACKER AT ALL WALLS OF SHOWER ENCLOSURES.
 - REFER TO STRUCTURAL DRAWINGS FOR MASONRY REINFORCING AND GROUTING.
 - PROVIDE BULLDOGE CONCRETE MASONRY UNITS AT EXPOSED SILLS AND AT ALL INTERIOR EXPOSED VERTICAL CORNERS, INCLUDING WINDOW AND DOOR JAMBS.
 - ALL WALLS ARE TYPE S3A UNLESS NOTED OTHERWISE.

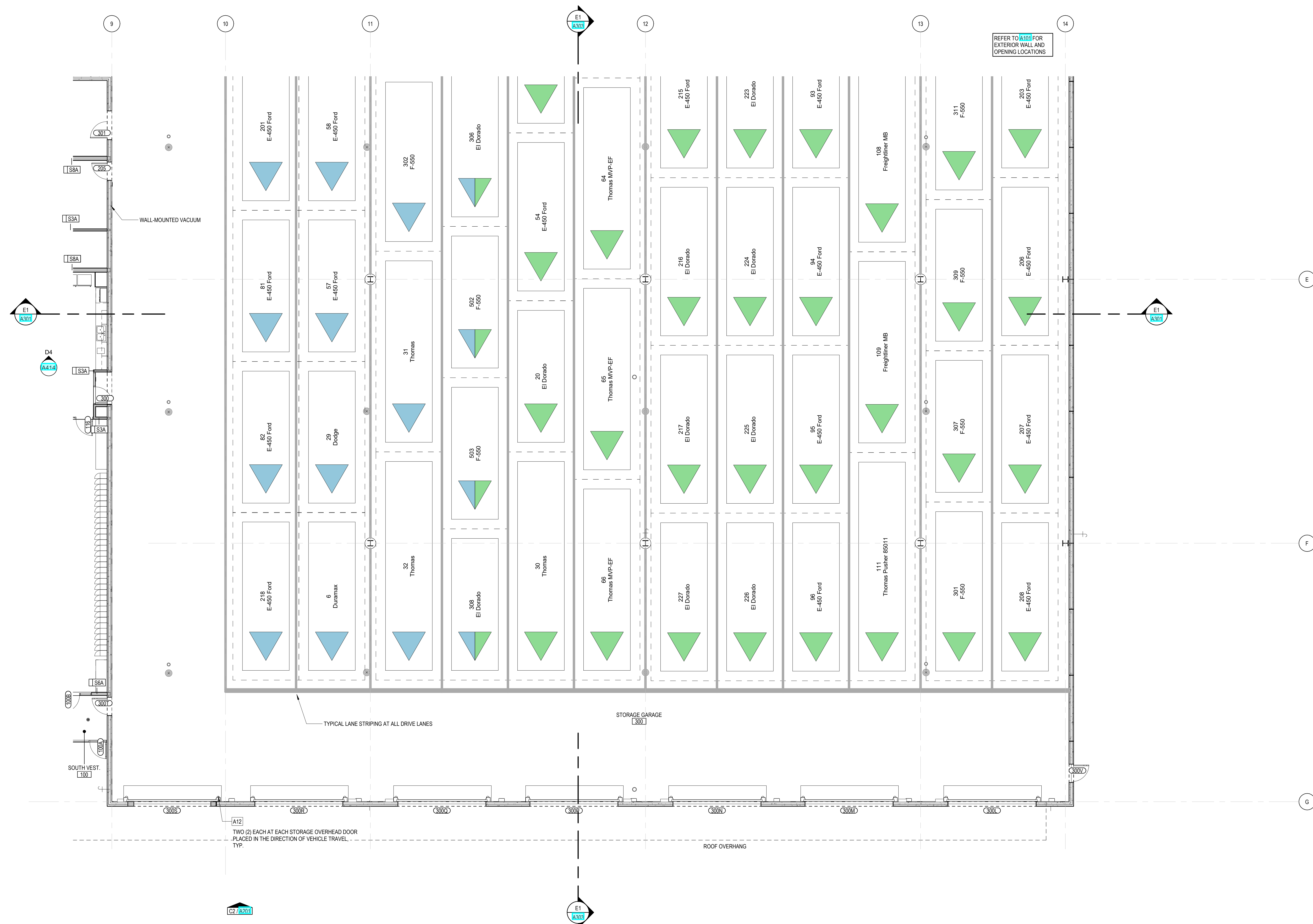
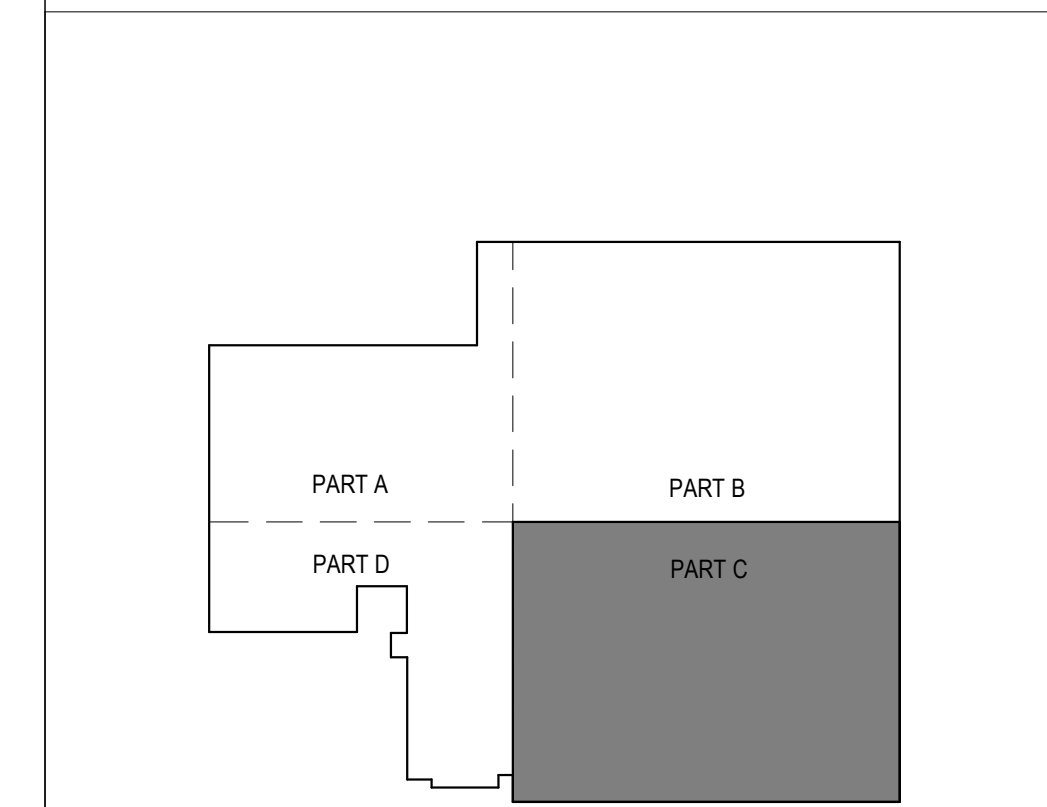
INTERIOR PARTITION TAG LEGEND

CORE MATERIAL	CORE SIZE (NOMINAL)				
	S	W	C	M	H
S - STEEL STUDS	0	7/8"			
W - WOOD STUDS	1	1 5/8"			
C - CONCRETE	2	2 1/2"	2x (flat)		2 1/2"
M - MASONRY	3	3 5/8"			
H - CH / SHAFTWALL	4	4"	2x4	4"	4"
ACOUSTICAL INSULATION PROVIDE ACOUSTICAL INSULATION AT TAGGED LOCATIONS	5	6"	2x6	6"	6"
	6	6"	2x6	6"	6"
PARTITION TYPE SUFFIX REFER TO SCHEDULE BELOW	7				
	8	8" CFMF	2x8	8"	8"
	9				
	10			10"	10"
	11				
	12			12"	12"

INTERIOR PARTITION TYPE SUFFIXES

- B 5/8" GYPSUM BOARD ON BOTH SIDES; EXTEND TO 6" ABOVE CEILING (OR HARD CEILING WHERE IT OCCURS)
- C 5/8" GYPSUM BOARD ON BOTH SIDES; EXTEND TAGGED SIDE TO DECK AND OTHER SIDE TO 6" ABOVE CEILING (OR HARD CEILING WHERE IT OCCURS)
- D 5/8" GYPSUM BOARD ON ROOM SIDE ONLY; EXTEND TO DECK
- E 5/8" GYPSUM BOARD ON ROOM SIDE ONLY; EXTEND TO 6" ABOVE CEILING (OR HARD CEILING WHERE IT OCCURS)

KEY PLAN



10/27/2022 11:33:26 AM - 2015 - New Operation Center 88760002 04/14/2014
A101C
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FLOOR PLAN - PART C
1/8" = 1'-0"

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10/28/2022

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Attachment E: BATA New Facility Drawings and Specifications

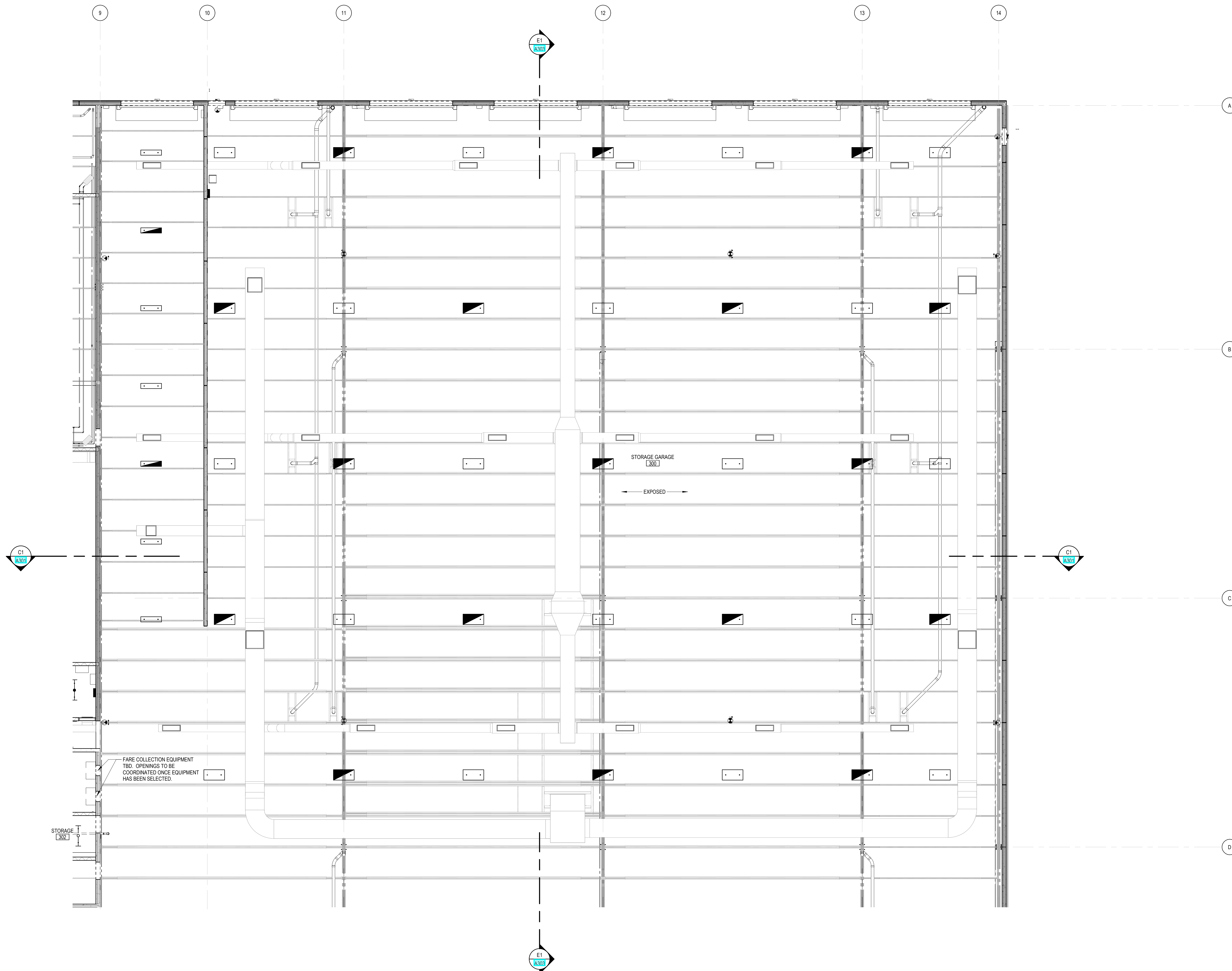
Reflected Ceiling Plan Part B

Page: 3

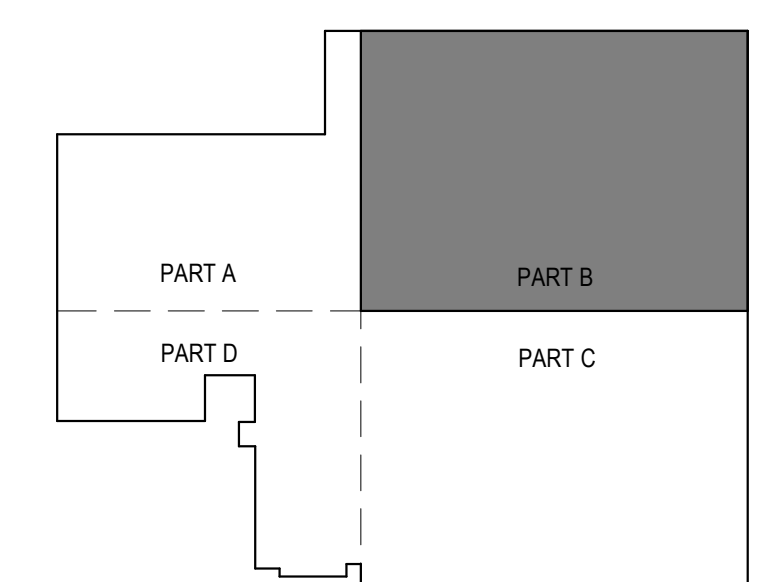
REFLECTED CEILING PLAN LEGEND

1. ALL CEILING GRIDS ARE TO BE CENTERED IN ROOM / AREA OR ALIGNED WITH ADJACENT ROOM / AREA AS INDICATED, UNLESS NOTED OTHERWISE.
2. CEILING HEIGHTS INDICATED ARE DIMENSIONED FROM THE FINISHED FLOOR BELOW.
3. ALL LIGHT FIXTURES, SPRINKLER HEADS, RETURN AIR GRILLES AND SUPPLY AIR GRILLES ARE TO BE LOCATED IN THE CENTER OF THE CEILING PAD, UNLESS NOTED OTHERWISE.
4. COORDINATE MECHANICAL, ELECTRICAL AND FIRE PROTECTION TO ASSURE PROPER CLEARANCES AND LAYOUT.
5. MECHANICAL, ELECTRICAL AND FIRE PROTECTION CONTRACTORS TO PROVIDE ACCESS PANELS IN CEILINGS AS REQUIRED FOR MAINTENANCE OF EQUIPMENT. COORDINATE SIZE AND LOCATIONS OF ACCESS PANELS TO MINIMIZE QUANTITIES. CONTRACTORS REQUIRED TO PROVIDE LAYOUT TO ARCHITECT FOR REVIEW PRIOR TO INSTALLATION, UNLESS NOTED OTHERWISE.
6. REFER TO INTERIOR FINISH GENERAL NOTES AND FINISH MATERIAL LIST FOR CEILING AND/OR EXPOSED STRUCTURE TO BE PAINTED.

- EXPOSED
- GYPSUM BOARD
- 2X2 ACOUSTIC CEILING PANEL (ACP-1)
- 2X2 ACOUSTIC CEILING PANEL W/ SOUND BATT ABOVE (ACP-1)
- SOUND ABSORPTION PANELS (ACP-2)
- C/ PLASTER OR GYPSUM WALL BOARD CONTROL JOINT
- CEILING ACCESS PANEL OR ROOF HATCH
- RECESSED ROUND LIGHT FIXTURE (EMERGENCY FIXTURES SHADED)
- 2X2 LIGHT FIXTURE
- 2X4 LIGHT FIXTURE
- LINEAR LIGHT FIXTURE
- HVAC SUPPLY GRILLE
- HVAC RETURN GRILLE
- FIRE EXIT SIGN LOCATION
- SPEAKER LOCATION (SEE ELECTRICAL COMMUNICATIONS)
- CAMERA LOCATION (SEE ELECTRICAL COMMUNICATIONS)



KEY PLAN



REFLECTED CEILING PLAN - PART B
1/8" = 1'-0"

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FILE NUMBER	88760002
PROJECT MANAGER	SDH
PROFESSIONAL	JFR
DRAWN BY	JFR
CHECKED BY	

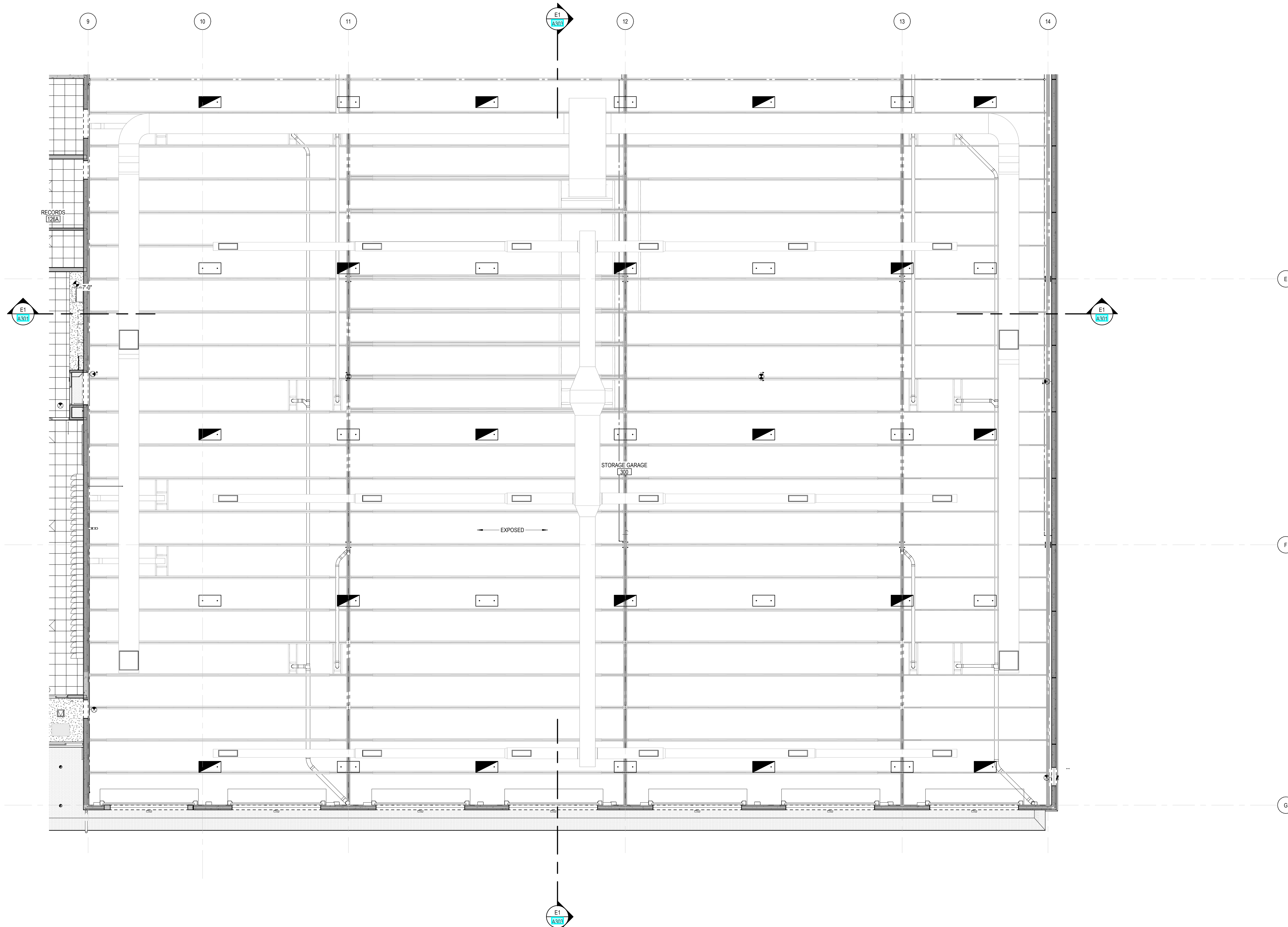
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A111B

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REFLECTED CEILING PLAN - PART B
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Attachment E: BATA New Facility Drawings and Specifications

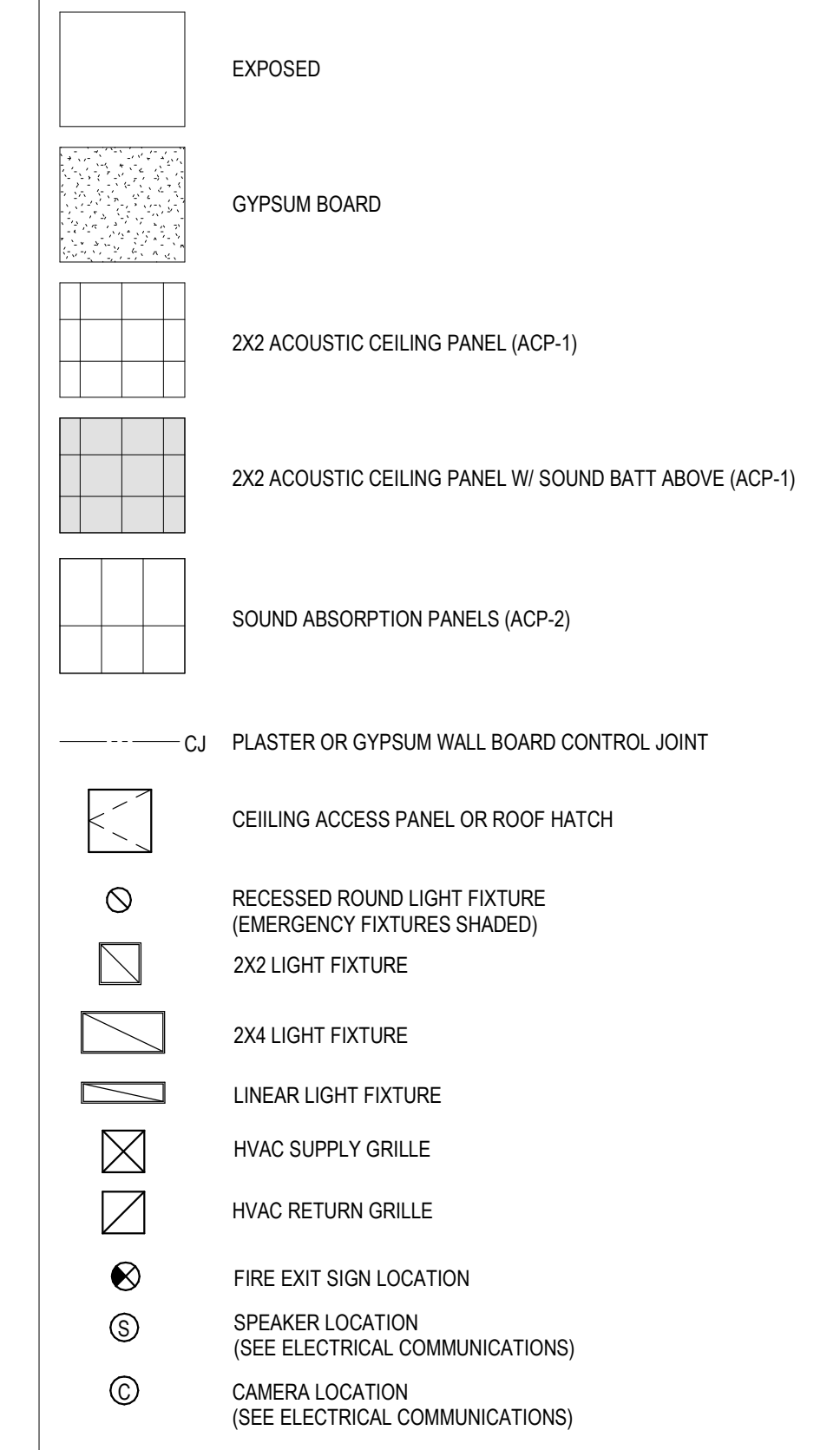
Reflected Ceiling Plan Part C

Page: 4



REFLECTED CEILING PLAN LEGEND

- ALL CEILING GRIDS ARE TO BE CENTERED IN ROOM / AREA OR ALIGNED WITH ADJACENT ROOM / AREA AS INDICATED, UNLESS NOTED OTHERWISE.
- CEILING HEIGHTS INDICATED ARE DIMENSIONED FROM THE FINISHED FLOOR BELOW.
- ALL LIGHT FIXTURES, SPRINKLER HEADS, RETURN AIR GRILLES AND SUPPLY AIR GRILLES ARE TO BE LOCATED IN THE CENTER OF THE CEILING PAD, UNLESS NOTED OTHERWISE.
- COORDINATE MECHANICAL, ELECTRICAL AND FIRE PROTECTION TO ASSURE PROPER CLEARANCES AND LAYOUT.
- MECHANICAL, ELECTRICAL AND FIRE PROTECTION CONTRACTORS TO PROVIDE ACCESS PANELS IN CEILINGS AS REQUIRED FOR MAINTENANCE OF EQUIPMENT. COORDINATE SIZE AND LOCATIONS OF ACCESS PANELS TO MINIMIZE QUANTITIES. CONTRACTORS REQUIRED TO PROVIDE LAYOUT TO ARCHITECT FOR REVIEW PRIOR TO INSTALLATION, UNLESS NOTED OTHERWISE.
- REFER TO INTERIOR FINISH GENERAL NOTES AND FINISH MATERIAL LIST FOR CEILING AND/OR EXPOSED STRUCTURE TO BE PAINTED.



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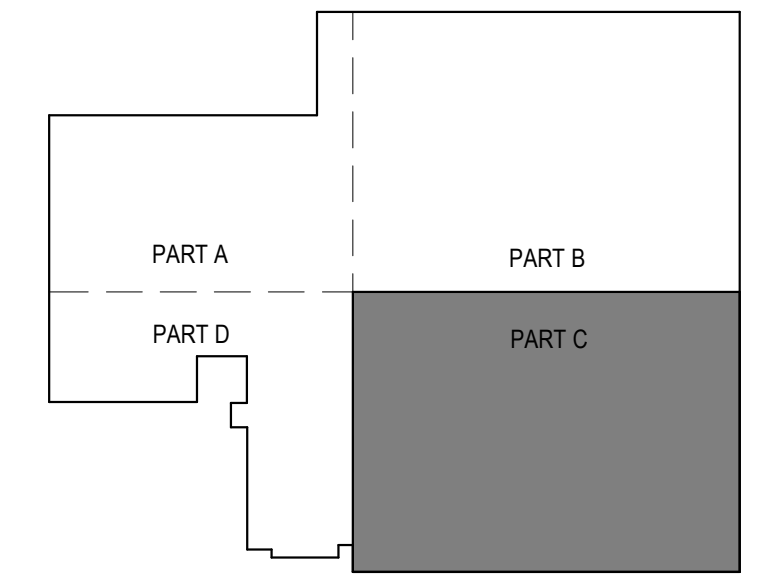
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REFLECTED CEILING PLAN - PART C
A111C

REFLECTED CEILING PLAN - PART C
1/8" = 1'-0"

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Attachment E: BATA New Facility Drawings and Specifications

HVAC Floor Plan Part B

Page: 5

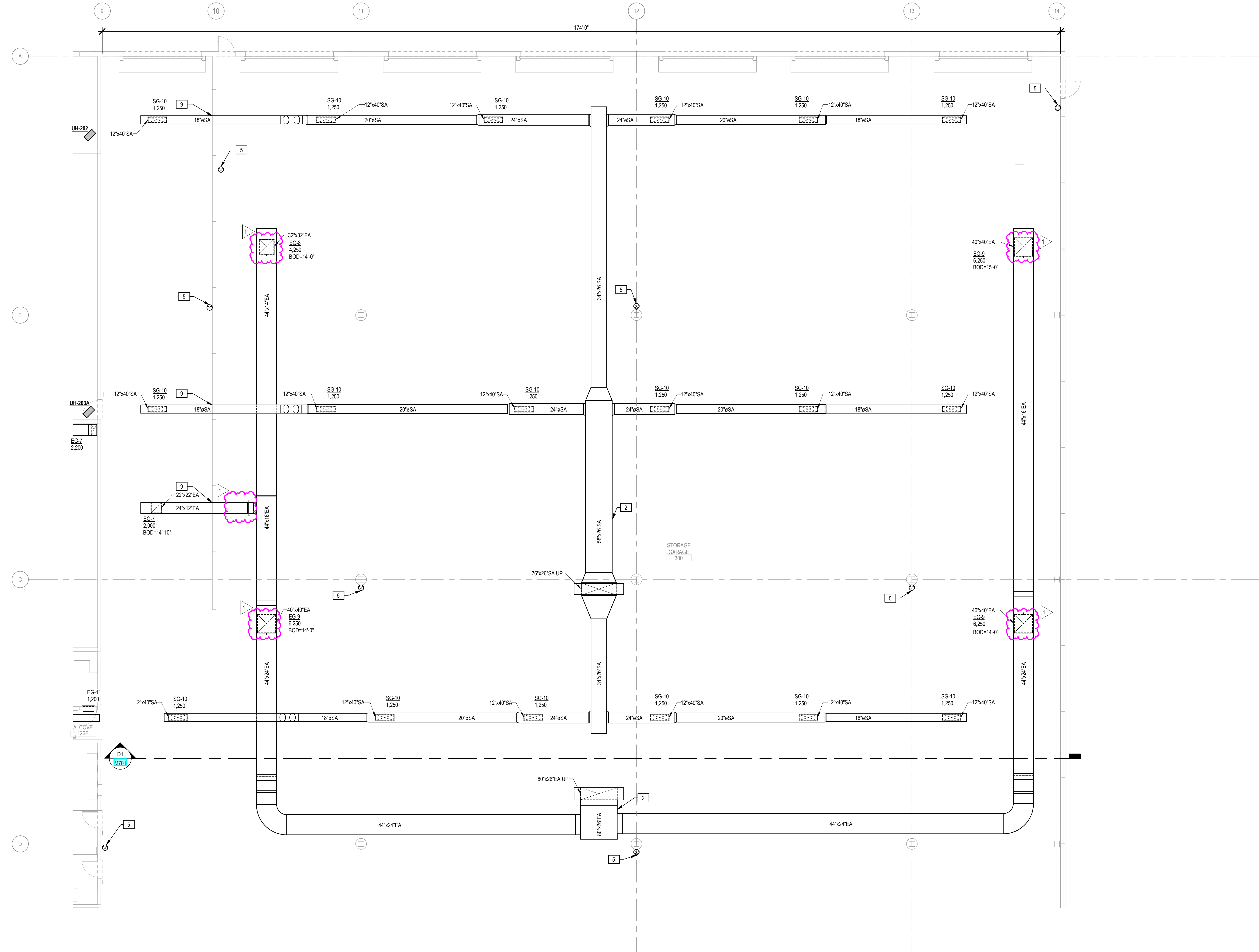
7 HVAC KEYNOTES

1. INSTALL DUCTWORK TIGHT TO CEILING. DIFFUSERS TO BE NO LOWER THAN THE BOTTOM OF JOISTS.
2. INSTALL DUCTWORK AS CLOSE TO BOTTOM OF JOISTS AS POSSIBLE.
3. ANGLE DIFFUSER DOWN 45 DEGREES.
4. TRANSFER DUCT PER DETAIL 82/MSJ.
5. CARBON MONOXIDE SENSOR MOUNTED 60" AFF. CONTRACTOR TO PROVIDE ALL NECESSARY EQUIPMENT, WIRING, CONTROLLERS, ETC. FOR COMPLETE SYSTEM OPERATION.
6. GAS MONITOR CONTROLLER LOCATED 4.5' AFF. CONTRACTOR TO PROVIDE ALL NECESSARY EQUIPMENT, WIRING, CONTROLLERS, ETC. FOR COMPLETE SYSTEM OPERATION.
7. NEDERMAN WIDE BODY 865M MOTORIZED HOSE REELS (115V/160 HZ) WITH DAMPERS. HOSE TO BE 33 FT. LONG 6 IN. DIAMETER. NFC 4.2 HIGH TEMPERATURE HOSE AND CONTROL PENDANT. PROVIDE WITH ON/OFF SWITCHES FOR FIRST ON/LAST OFF AND FAN CONTROL BOX. EACH REEL TO BE 600 CFM. PROVIDE WITH HEAVY VEHICLE RATED RUBBER NOZZLE WITH 6" HOSE CONNECTION. EQUAL TO NEDERMAN MODEL NO. 2006961.
8. OPEN ENDED DUCT FOR FRESH AIR TO COMPRESSOR ROOM. DUCT TO END 6'-6" AFF.
9. DUCTWORK, DIFFUSERS AND ALL ACCESSORIES IN BUS WASH AREA TO BE GALVANIZED STEEL.
10. PROVIDE WITH REMOTE CABLE ACTUATORS.

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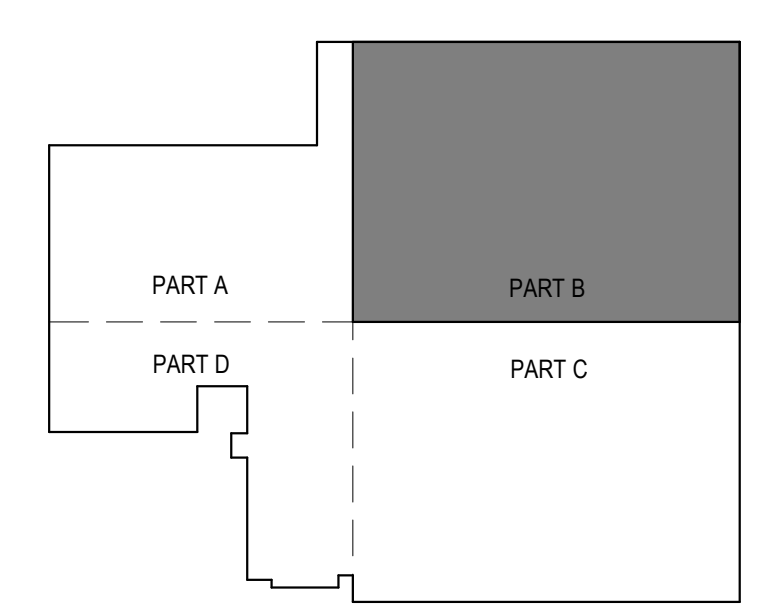
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HVAC FLOOR PLAN PART B
1/8" = 1'-0"

KEY PLAN



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CONSTRUCTION DOCUMENTS		
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REVISIONS		
NO.	DATE	DESCRIPTION
1	12/1/2022	ADDENDUM 1

FILE NUMBER	8876002
PROJECT MANAGER	SDH
PROFESSIONAL	KLJ
DRAWN BY	KLJ
CHECKED BY	JTG

HVAC FLOOR
PLAN PART B
MH101B

11/30/2022 3:59:29 PM - New Operation Center 8876002.dwg (4/4) p4
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KLJ
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Attachment E: BATA New Facility Drawings and Specifications

HVAC Floor Plan Part C

Page: 6

7 HVAC KEYNOTES

- INSTALL DUCTWORK TIGHT TO CEILING. DIFFUSERS TO BE NO LOWER THAN THE BOTTOM OF JOISTS.
- INSTALL DUCTWORK AS CLOSE TO BOTTOM OF JOISTS AS POSSIBLE.
- ANGLE DIFFUSER DOWN 45 DEGREES.
- TRANSFER DUCT PER DETAIL E2/M5U.
- CARBON MONOXIDE SENSOR MOUNTED 60" AFF. CONTRACTOR TO PROVIDE ALL NECESSARY EQUIPMENT, WIRING, CONTROLLERS, ETC. FOR COMPLETE SYSTEM OPERATION.
- GAS MONITOR CONTROLLER LOCATED 4.5' AFF. CONTRACTOR TO PROVIDE ALL NECESSARY EQUIPMENT, WIRING, CONTROLLERS, ETC. FOR COMPLETE SYSTEM OPERATION.
- NEDERMAN WIDE BODY 865M MOTORIZED HOSE REELS (115V/1/60 HZ) WITH DAMPERS. HOSE TO BE 3/4" LONG 6" IN DIAMETER. NFC 4.2 HIGH TEMPERATURE HOSE AND CONTROL PENDANT. PROVIDE WITH ON/OFF SWITCHES FOR FIRST ON/LAST OFF AND FAN CONTROL BOX. EACH REEL TO BE 600 CFM. PROVIDE WITH HEAVY VEHICLE RATED RUBBER NOZZLE WITH 6" HOSE CONNECTION. EQUAL TO NEDERMAN MODEL NO. 20905961.
- OPEN ENDED DUCT FOR FRESH AIR TO COMPRESSOR ROOM. DUCT TO END 6'-6" AFF.
- DUCTWORK, DIFFUSERS AND ALL ACCESSORIES IN BUS WASH AREA TO BE GALVANIZED STEEL.
- PROVIDE WITH REMOTE CABLE ACTUATORS.

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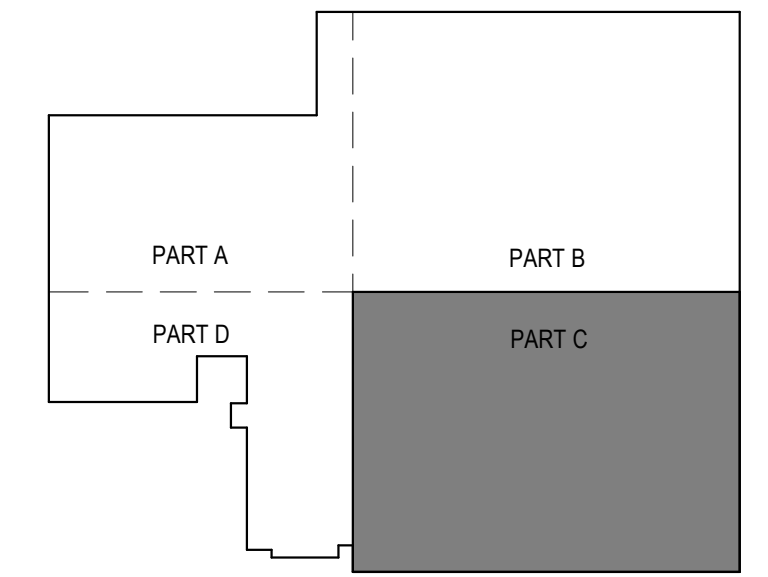
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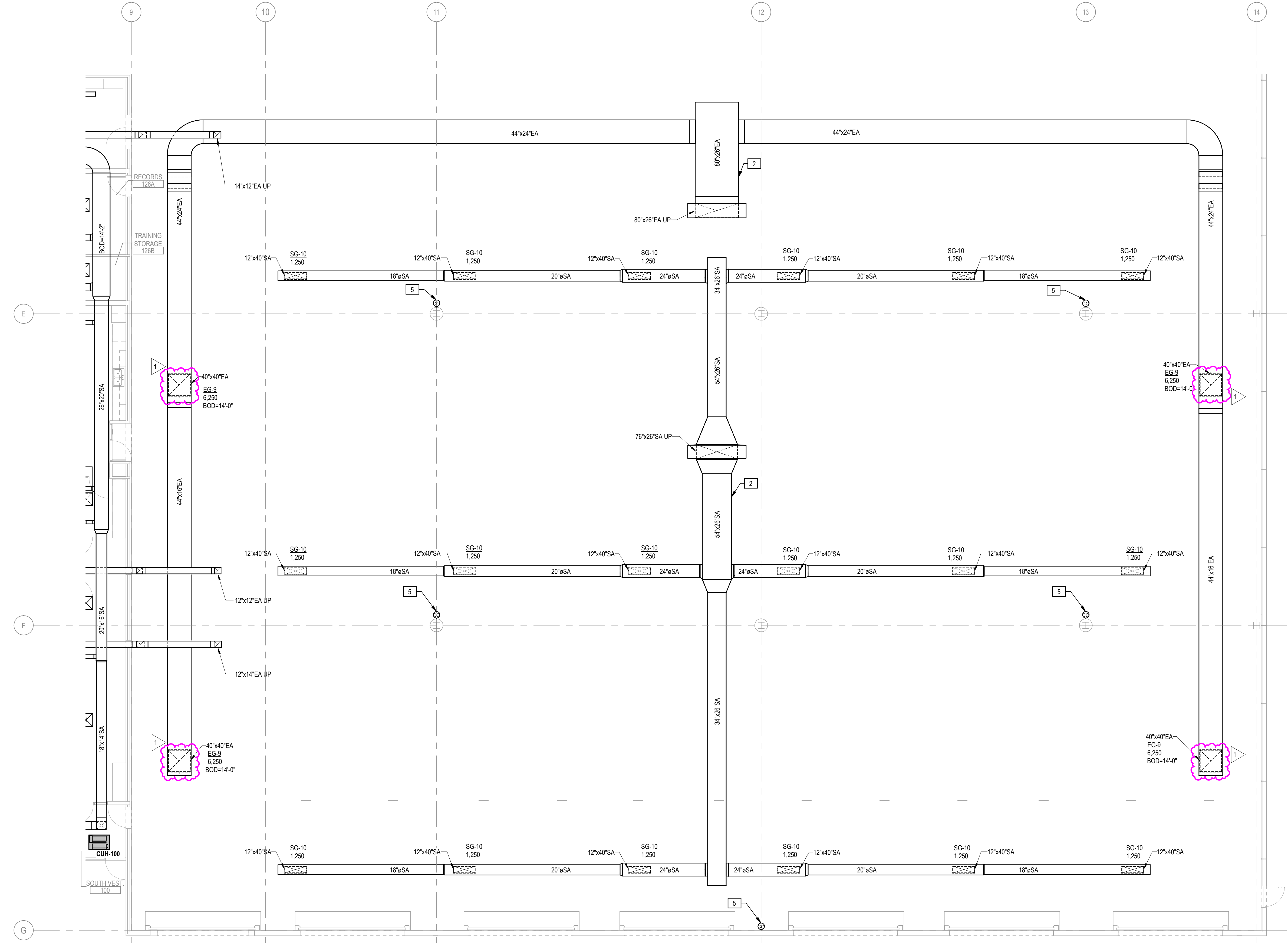
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KEY PLAN



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PROJECT MANAGER: SDH
PROFESSIONAL: KLJ
DRAWN BY: KLJ
CHECKED BY: JTG

HVAC FLOOR PLAN PART C
MH101C



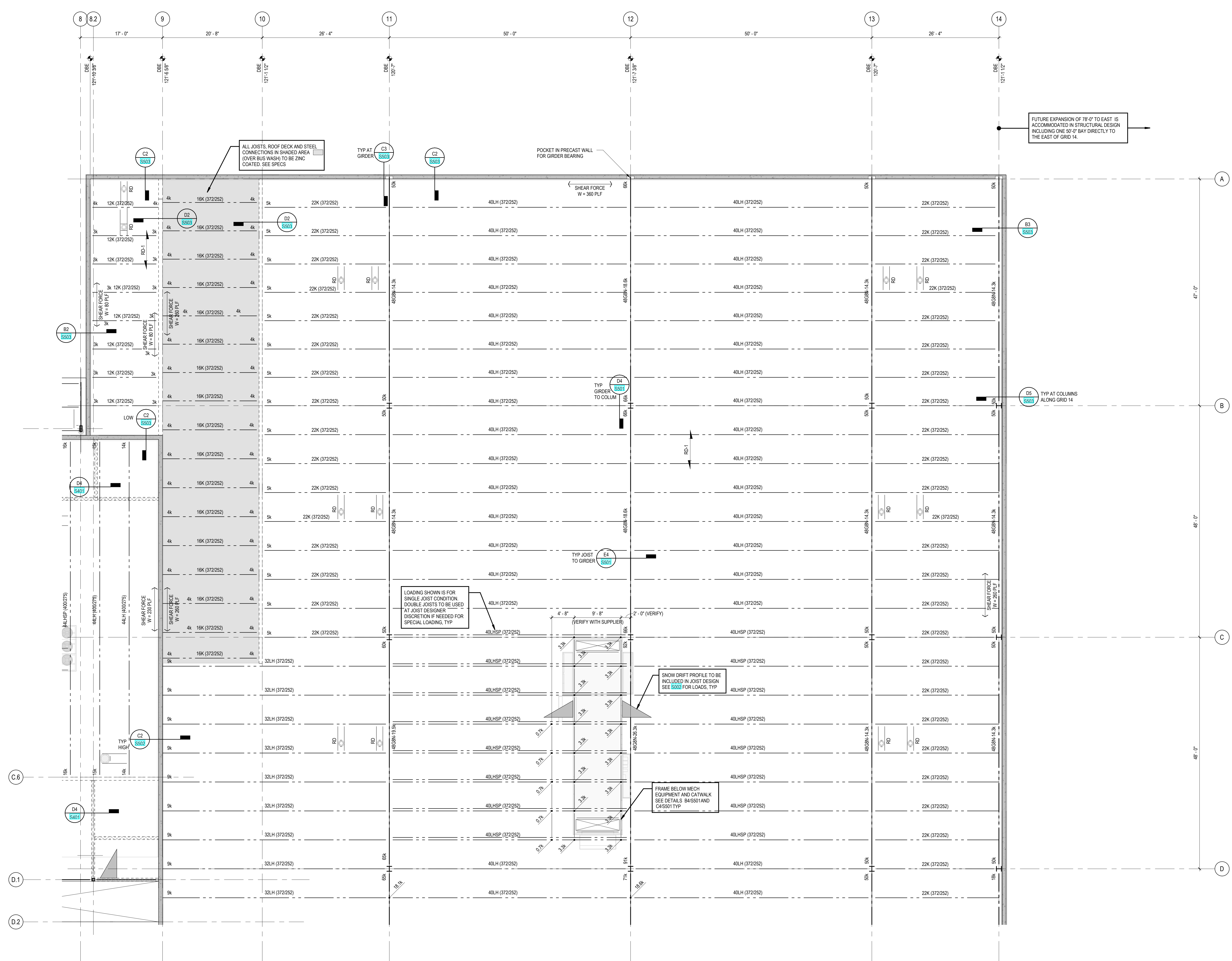
HVAC FLOOR PLAN PART C
1/8" = 1'-0"

11/30/2022 10:30 PM
SDH
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Attachment E: BATA New Facility Drawings and Specifications

Roof Framing Plan Part B

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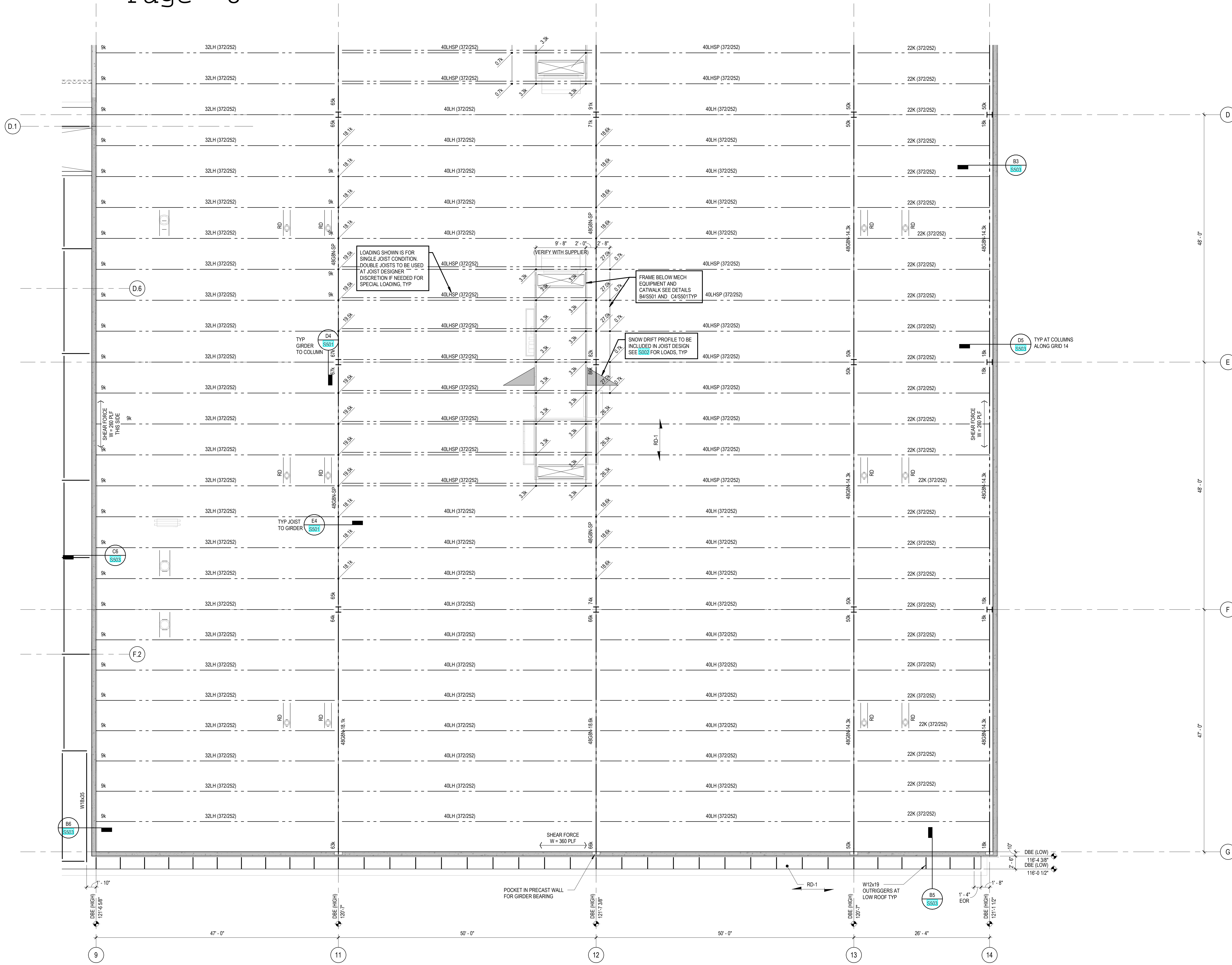


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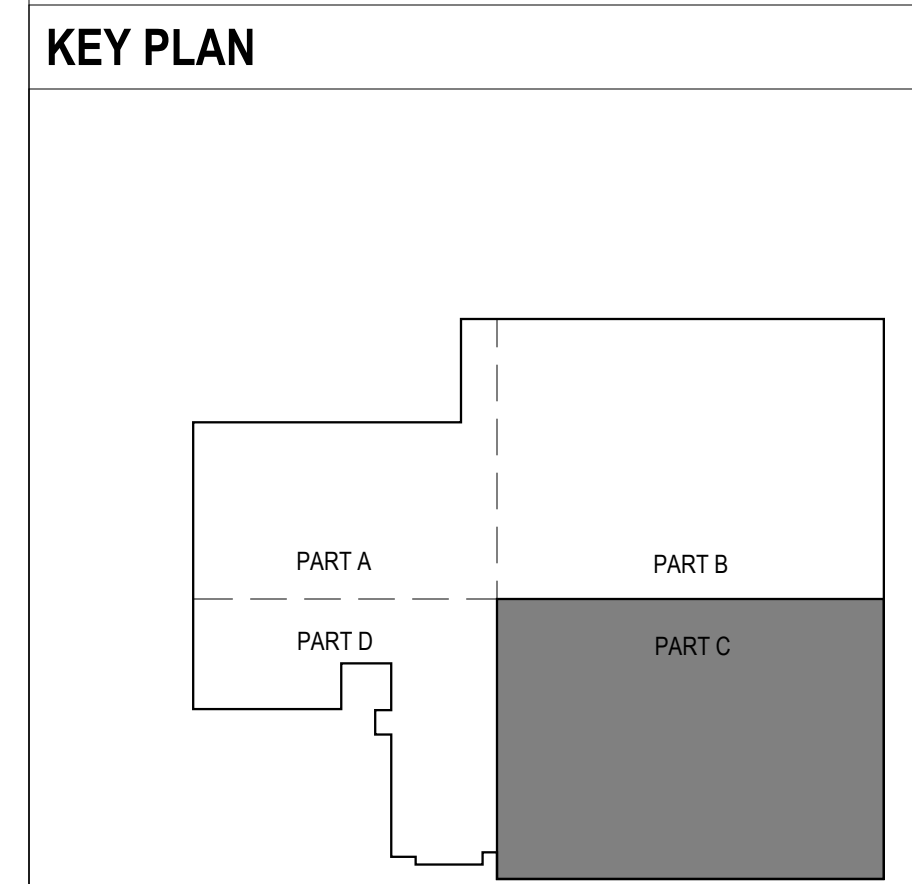
Attachment E: BATA New Facility Drawings and Specifications

Roof Framing Plan Part C

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ROOF FRAMING PLAN - PART C
1/8" = 1'-0"



ISSUANCE
CONSTRUCTION DOCUMENTS
10/28/2022

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FILE NUMBER 88760002
PROJECT MANAGER SDH
PROFESSIONAL EBF
DRAWN BY ASP
CHECKED BY CJM

ROOF FRAMING PLAN - PART C
S102C

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S:\002 - Framing\BATA - BATE C
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Attachment F: Decision Matrix Tree

Page: 1

These are conditions that may require an override of the yard mgt assignments

Maint.

- Max Mileage – PM service intervals in RTA
- Route Mileage – daily miles traveled V available miles
- Back Log Repairs
- Accident Repairs
- Maintenance Special Projects
- Maintenance Wash/Detail
- Advertisement Installs/Removal
- IT Issues/ ‘Holding” Fixes
- Route Changes
- Tire repairs
- Regens
- Recalls

Oper.

- Link 15PM on M-Tu-W Assign Bus #LOD5
- Link 14 and 15 LOD Buses Only

Attachment F: Decision Matrix Tree

Page: 2

Route requirements	Bus length	Fuel Type	Make/ Model	Model	WC positions	Software (GMV or VIA)	Fare box Equiped	Link or Loop	Low priority Advertisement specific	Launch Time 1	Return Time 1	Launch Time 2	Return Time 2	Compared to RTA Service Interval Daily Travel Distance
Route 1	23' to 29'	Propane/ Gasoline	Ford	E450 / F550	2	GMV	Yes	Loop		5:35	21:45			137 mi
Route 2	23' to 29'	Propane/ Gasoline	Ford	E450 / F550	2	GMV	Yes	Loop		5:35	21:45			213 mi
Route 7	23' to 26'	Propane/ Gasoline	Ford	E450	2	GMV	Yes	Loop		5:35	21:45			253 mi
Route 10	23' to 38'	Diesel/ Gasoline/ Propane	Thomas/ Ford	MVP-EF / E450/ F550	2	GMV	Yes	Loop		6:00	18:45			306 mi
Route 12	23' to 38'	Diesel/ Gasoline/ Propane	Thomas/ Ford	MVP-EF / E450/ F550	2	GMV	Yes	Loop		6:00	18:45			255 mi
Route 13	23' to 29'	Propane/ Gasoline	Ford	E450/ F550	2	GMV	Yes	Loop		6:00	20:15			295 mi
Route 14	23' to 29'	Propane/ Gasoline	Ford	E450 / F550	2	GMV	Yes	Loop		6:00	20:15			214 mi
Bayline 1	23' to 29'	Propane/ Gasoline	Ford	E450 / F550	2	GMV	No	Loop	Newman Law	6:25	15:50			125 mi
Bayline 2	23' to 29'	Propane/ Gasoline	Ford	E450 / F550	2	GMV	No	Loop		6:30	15:35			128 mi
Bayline 3	23' to 29'	Propane/ Gasoline	Ford	E450 / F550	2	GMV	No	Loop		6:35	15:50			128 mi
Bayline 4	23' to 29'	Propane/ Gasoline	Ford	E450 / F550	2	GMV	No	Loop		6:50	15:45			90 mi
Bayline 5	23' to 29'	Propane/ Gasoline	Ford	E450 / F550	2	GMV	No	Loop						
Bayline 6	23' to 29'	Propane/ Gasoline	Ford	E450 / F550	2	GMV	No	Loop						
Link 1	23' to 26'	Propane/ Gasoline	Ford	E450	2	VIA	Yes	Link		5:30	11:00	12:00	17:30	
Link 2	23' to 26'	Propane/ Gasoline	Ford	E450	2	VIA	Yes	Link		5:30	11:00	12:00	17:30	
Link 3	23' to 26'	Propane/ Gasoline	Ford	E450	2	VIA	Yes	Link		5:30	11:00	12:00	17:30	
Link 4	23' to 26'	Propane/ Gasoline	Ford	E450	2	VIA	Yes	Link		7:45	12:00	13:00	19:30	
Link 5	23' to 26'	Propane/ Gasoline	Ford	E450	2	VIA	Yes	Link		7:45	12:00	13:00	19:30	
Link 6	23' to 26'	Propane/ Gasoline	Ford	E450	2	VIA	Yes	Link		8:45	18:30			
Link 7	23' to 26'	Propane/ Gasoline	Ford	E450	2	VIA	Yes	Link		8:45	18:30			
Link 8	23' to 26'	Propane/ Gasoline	Ford	E450	2	VIA	Yes	Link		14:30	23:00			
Link 9	23' to 26'	Propane/ Gasoline	Ford	E450	2	VIA	Yes	Link		14:30	23:00			
Link 10	23' to 29'	Propane/ Gasoline	Ford	E450/ F550	2	VIA	Yes	Link		5:30	18:00			
Link 11	23' to 29'	Propane/ Gasoline	Ford	E450/ F550	2	VIA	Yes	Link		5:30	18:00			
Link 12	23' to 29'	Propane/ Gasoline	Ford	E450/ F550	2	VIA	Yes	Link		7:30	19:30			
Link 13	23' to 29'	Propane/ Gasoline	Ford	E450/ F550	2	VIA	Yes	Link		5:30	13:30			
Link14	23' to 29'	Propane/ Gasoline	Ford	E450/ F550	2	VIA	Yes	Link		5:30	13:30			
Link 15	23' to 29'	Propane/ Gasoline	Ford	E450/ F550	2	VIA	Yes	Link		11:30	14:45			
Link 16	23' to 29'	Propane/ Gasoline	Ford	E450/ F550	2	VIA	Yes	Link		15:15	23:15			
Link 17	23' to 29'	Propane/ Gasoline	Ford	E450/ F550	2	VIA	Yes	Link		14:30	22:30			
A 40	23' to 33'	Diesel/ Gasoline/ Propane	Thomas / Ford/ Freightliner	MVP-EF / E450/ F550/ S2C	3	VIA	No	Loop / Link		6:45	9:45	14:30	17:00	168 mi
A41	23' to 33'	Diesel/ Gasoline/ Propane	Thomas / Ford/ Freightliner	MVP-EF / E450/ F550/ S2C	3	VIA	No	Loop / Link		6:45	9:45	14:30	17:00	120 mi
A 42	23' to 33'	Diesel/ Gasoline/ Propane	Thomas / Ford/ Freightliner	MVP-EF / E450/ F550/ S2C	3	VIA	No	Loop / Link		6:45	9:45	14:30	17:00	96 mi
A 43	23' to 33'	Diesel/ Gasoline/ Propane	Thomas / Ford/ Freightliner	MVP-EF / E450/ F550/ S2C	3	VIA	No	Loop / Link		6:45	9:45	14:30	17:00	142 mi
A 44	23' to 33'	Diesel/ Gasoline/ Propane	Thomas / Ford/ Freightliner	MVP-EF / E450/ F550/ S2C	3	VIA	No	Loop / Link		6:45	9:45	14:30	17:00	76 mi
A 45	23' to 33'	Diesel/ Gasoline/ Propane	Thomas / Ford/ Freightliner	MVP-EF / E450/ F550/ S2C	3	VIA	No	Loop / Link						
A 46	23' to 33'	Diesel/ Gasoline/ Propane	Thomas / Ford/ Freightliner	MVP-EF / E450/ F550/ S2C	3	VIA	No	Loop / Link						
MID 1	19' to 26'	Diesel/ Gasoline/ Propane	Ford	E450/ Transit	1, 2	VIA	Yes	Link		10:00	14:00			
MID 2	19' to 26'	Diesel/ Gasoline/ Propane	Ford	E450/ Transit	1, 2	VIA	Yes	Link		10:00	14:00			
MID 3	19' to 26'	Diesel/ Gasoline/ Propane	Ford	E450/ Transit	1, 2	VIA	Yes	Link		12:00	14:00			
Special Function	19' to 38'	Diesel/ Gasoline/ Propane	Thomas / Ford/ Freightliner	MVP-EF / E450/ F550/ S2C/ Transit	1, 2, 3	GMV, VIA	Yes, No	Link/ Loop						
Training	32' to 38'	Diesel	Thomas/ Freightliner	MVP-EV/ F565	1+	GMV, VIA	Yes	Link/ Loop						
B-n-R	32' to 38'	Diesel	Freightliner	School bus	0	GMV	Yes	Loop		6:00	18:45			306 mi
S-n-R	32' to 38'	Diesel	Thomas/ Freightliner	MVP-EV/ F565	0	GMV	Yes	Loop						
Shuttle 1	19' to 38'	Diesel/ Gasoline/ Propane	Thomas / Ford/ Freightliner	MVP-EF / E450/ F550/ S2C/ Transit	0		No			9:00	12:30	15:15	18:00	20 mi
Shuttle 2	19' to 38'	Diesel/ Gasoline/ Propane	Thomas / Ford/ Freightliner	MVP-EF / E450/ F550/ S2C/ Transit	0		No			15:00	15:45	17:30	19:30	12 mi
Source	BATABB CMS	bata.board.net												
Source	BATA BAM	Excel spreadsheet												
Source	RTA & BATABB CMS	RTA Fleet Management.rdp / BATABB CMS												

Attachment G: Michigan Sales and Use Tax Certification of Exemption

Michigan Department of Treasury
3372 (Rev. 01-21)

Michigan Sales and Use Tax Certificate of Exemption

This exemption claim should be completed by the purchaser, provided to the seller, and is not valid unless the information in all four sections is complete. Do not send a copy to Treasury unless one is requested.

SECTION 1: TYPE OF PURCHASE Check one of the following:

- A. One-Time Purchase
Order or Invoice Number: _____
- C. Blanket Certificate
Expiration Date (maximum of four years): _____
- B. Blanket Certificate. Recurring Business Relationship

The purchaser completing this form hereby claims exemption from tax on the purchase of tangible personal property or services purchased from the seller named below. This claim is based upon: the purchaser's proposed use of the property or services; OR the purchaser's exempt status.

Seller's Name and Address

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1. All items purchased.
2. Limited to the following items: _____

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:


1. For Lease. Purchaser will lease the property and elects to pay tax based on rental receipts. Enter sales tax license or use tax registration number: _____
2. For Resale at Retail. Enter Sales Tax License Number: _____
3. Direct Pay - Authorized to pay use tax on qualified transactions directly to Michigan Treasury under account number: _____

The following exemptions DO NOT require the purchaser to provide a number:

4. Agricultural Production. Enter percentage: _____%
5. Government Entity (U.S. or its instrumentalities, State of Michigan or its political subdivisions), Nonprofit School, Nonprofit Hospital, Church or House of Religious Worship (circle type of organization)
6. Contractor (provide *Michigan Sales and Use Tax Contractor Eligibility Statement* (Form 3520)).
7. For Resale at Wholesale.
8. Industrial Processing. Enter percentage: _____%
9. Nonprofit Internal Revenue Code Section 501(c)(3), 501(c)(4), or 501(c)(19) Exempt Organization.
10. Nonprofit Organization with an authorized letter issued by Michigan Department of Treasury prior to July 17, 1998 (sales tax) or June 13, 1994 (use tax).
11. Rolling Stock purchased by an Interstate Motor Carrier.
12. Other (explain): _____

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Business Name Bay Area Transportation Authority		Type of Business (see codes on page 2) 05
Business Address 3233 Cass Rd		City, State, ZIP Code Traverse City, MI 49684
Business Telephone Number (include area code) (231) 933-5546		Name (Print or Type) Phillip Masserant
Signature 	Title Finance Manager	Date Signed 06/28/2023

Instructions for completing *Michigan Sales and Use Tax Certificate of Exemption (Form 3372)*

Purchasers may use this form to claim exemption from Michigan sales and use tax on qualified transactions. All fields must be completed; however, if provided to the purchaser in electronic format, a signature is not required. All claims are subject to audit. The purchaser must ensure eligibility of the exemption claimed; a purchaser who improperly claims an exemption is liable for tax, penalty, and interest, with limited exceptions.

Sellers: Michigan does not issue "tax exempt numbers" and a seller is not permitted to rely on a number in lieu of a valid exemption claim. Sellers are required to maintain proper records of exempt sales, including exemption forms or the same information in another format. Records may be kept electronically. If the exemption certificate is received in electronic format, a signature is not required. A seller who does not comply with these requirements may be liable for tax, penalty, and interest. See Revenue Administrative Bulletin 2016-14 for more information. All claims are subject to audit.

SECTION 1:

- A) Choose "One-Time Purchase" and include the invoice number this certificate covers.
- B) Choose "Blanket Certificate" if there is a "recurring business relationship." This exists when a period of not more than 12 months elapses between sales transactions between the seller and purchaser. Parties do not need to renew this blanket exemption claim as long as the recurring business relationship exists.
- C) Choose "Blanket Certificate" and enter the expiration date (maximum four years) when there may be a period of more than 12 months between sales transactions. This option is best when purchaser and seller anticipate more than one exempt transaction before the expiration date but do not have or may not maintain a recurring business relationship.

SECTION 2:

Place a check in the box for "All items purchased" or choose "Limited to" and list the items that are covered by the exemption claim.

SECTION 3:

Check the box that applies and, if applicable, provide the required information. The exemptions listed are the most common. If the exemption you are claiming is not listed, check "Other" and enter the qualifying exemption.

SECTION 4:

Purchaser must complete Section 4. A signature is only required if a paper form is used; in that case, the purchaser should sign and provide their title (for example, Purchasing Manager, President, Owner). For Type of Business, enter the number from the following list that best describes the purchaser's business.

- | | | | |
|----|-------------------|----|--|
| 01 | Accommodations | 10 | Utilities |
| 02 | Agricultural | 11 | Wholesale |
| 03 | Construction | 12 | Advertising, newspaper |
| 04 | Manufacturing | 13 | Non-Profit Hospital |
| 05 | Government | 14 | Non-Profit Educational |
| 06 | Rental or leasing | 15 | Non-Profit 501(c)(3), 501(c)(4), or 501(c)(19) |
| 07 | Retail | 16 | Other (enter code and write in business type) |
| 08 | Church | | |
| 09 | Transportation | | |