

# Park City Municipal Corporation



## REQUEST FOR PROPOSALS RFP NUMBER 613119

### PROCUREMENT OF RADIO ACTIVATED, GPS BASED TRAFFIC SIGNAL PREEMPTION AND PRIORITY CONTROL SYSTEM

ADVERTISED INVITATION TO BID:

Friday, July 7<sup>th</sup>, 2017  
1053 Iron Horse Drive  
PO Box 1480  
Park City, UT 84060

PCMC Contact for RFP Questions:

Scott Colley, Project Supervisor

Office: (435) 615-5356

Fax: (435) 658-8945

[scolley@parkcity.org](mailto:scolley@parkcity.org)

RFP questions due by 5:00 p.m., Friday, July 14, 2017

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## SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

### NR 1. Description of the Work to be Done

Park City Municipal Corporation (PCMC) requests Proposals for the manufacture, delivery, installation, and maintenance of a radio activated, GPS based Traffic Signal Preemption and Priority Control system in accordance with the terms and conditions set forth in RFP 613119. The Contract shall be a firm-fixed-price Contract. This purchase is funded in part by an FTA grant. The winning vendor will have to comply with all FTA, federal, State and local laws.

PCMC desires to contract with a provider that will provide installation, training, and maintenance of radio-activated, GPS-based traffic signal preemption equipment, including a priority control unit, for a minimum of twenty (20) intersections along Transit bus routes in Park City, Utah, and the integration of such equipment with existing components and platform for forty (40) Transit buses, including the integration of new equipment with current suite of Avail Technologies equipment; thirty-four (34) DDS Wireless Vector 9000 and six (6) MSlate Output interfaces; and SAE 1708 platform for forty (40) Transit buses. The system must also integrate with the Utah Department of Transportation's SCATS Controller Programming System.

See Section 11: Appendix A for the list of proposed intersections for system installation.

### NR 2. Obtaining Proposal Documents

Proposal documents may be requested from Scott Colley, in person at Park City Public Works at 1053 Iron Horse Drive, Park City, Utah, or electronically via email to [scolley@parkcity.org](mailto:scolley@parkcity.org). Documents requested by mail will be packaged and sent postage paid.

### NR 3. Proposal Due Date and Submittal Requirements

Proposals must be received by 5:00 p.m. on Friday, July 21, 2017, by Blake Fannesbeck, Public Works Director, or his/her designee.

1. Sealed Proposals shall be submitted to either of the following addresses:

- a. **For courier delivery or hand delivery:**

Blake Fannesbeck  
Public Works Director  
Park City Municipal Corporation  
1053 Iron Horse Drive  
Park City, UT 84060

OR:

**b. By U.S. mail:**

Blake Fannesbeck  
Public Works Director  
Park City Municipal Corporation  
PO Box 1480  
Park City, UT 84060

2. Envelopes or boxes containing Proposals shall be sealed and clearly labeled with **PCMC's Proposal number and the solicitation title: RFP 613119 Procurement of Radio Activated, GPS Based Traffic Signal Preemption and Priority Control System.**
3. Proposers are requested to submit to PCMC one (1) hard copy marked "Original," three (3) additional printed copies, and three (3) CDs or USB compatible jump drives, each containing an electronic PDF copy of the Proposal. In case of any discrepancies, the hard copy will be considered by PCMC in evaluating the Proposal, and the electronic version is provided for PCMC's administrative convenience only. A Proposal is deemed to be late if it is received by PCMC after the deadline stated above. Improperly marked proposals that are not discovered by PCMC prior to that deadline will be treated as late proposals. Proposals received after the submission deadline may be rejected.

#### **NR 4. Validity of Proposals**

Proposals and subsequent offers shall be valid for a period of one hundred eighty (180) days.

#### **NR 5. Pre-Proposal Meeting Information (Optional)**

No pre-proposal meeting is currently scheduled; however, PCMC reserves the right to schedule such meeting if it becomes apparent that a meeting is needed to discuss the project Work or other RFP matters with Proposers. PCMC will notify all prospective Proposers who have requested a copy of the RFP in accordance with NR 2. Obtaining Proposal Documents if a pre-proposal meeting is deemed to be necessary in the best interests of PCMC. Attendance of any Pre-proposal meeting deemed necessary is optional and may be attended either in person or via telephone conference call.

Questions may be submitted up to the date specified in Section IP 2 - "Proposed Schedule for the Procurement." Questions and responses will be shared with all prospective Proposers. Prospective Proposers are reminded that any changes to the RFP will be as written addenda only, and nothing stated at a pre-proposal meeting shall change or qualify in any way any of the provisions in the RFP and shall not be binding on PCMC.

#### **Identification of Source of Funding**

Financial support of this project is provided through financial assistance grants from the Federal Transit Administration (FTA), State of Utah and Utah Department of Transportation, and Park City Municipal Corporation.

## SECTION 2: INSTRUCTIONS TO PROPOSERS

### IP 1. Quantities

The Work under these Contract documents consists of the manufacture and installation of a radio-activated, GPS-based traffic signal preemption equipment, including a priority control unit, for a minimum of twenty (20) intersections along Transit bus routes in Park City, Utah, and the integration of such equipment with existing components and platform for forty (40) Transit buses, including the integration of new equipment with current suite of Avail Technologies equipment; thirty-four (34) DDS Wireless Vector 9000 and six (6) MSlate Output interfaces; and SAE 1708 platform for forty (40) Transit buses. The system must also integrate with the Utah Department of Transportation's SCATS Controller Programming System.

See Section 11: Appendix A for the list of proposed intersections for system installation.

### IP 2. Proposed Schedule for the Procurement

The following is the solicitation schedule for Proposers:

1. Pre-Proposal Meeting written questions due: N/A – Prep-Proposal Meeting Unscheduled. PCMC reserves the right to schedule, if deemed necessary.
2. Pre-Proposal Meeting: Unscheduled. PCMC reserves the right to schedule, if deemed necessary.
3. Proposer communications, questions, and requests are due: By 5:00 p.m., Friday, July 14, 2017.
4. Responses to Proposer's communications and/or PCMC addenda issued: Monday, July 17, 2017.
5. Proposal Due Date: By 5:00 p.m., Friday, July 21, 2017.
6. Evaluation Committee conducts review of proposals, negotiations (if any), site visits (if any), and interviews (if any).
7. Selection Committee makes recommendation of award to City Council.
8. Approval by City Council
9. Executed Contract is signed by all parties.
10. Notice to Proceed issued.

PCMC reserves the right to conduct site visits, interviews, request presentations, or any combination of such as part of the evaluation process.

### IP 3. Obtaining Proposal Documents

Proposal documents may be requested from Scott Colley, Project Supervisor, in person at Park City Public Works at 1053 Iron Drive, Park City, Utah, or electronically via email to [scolley@parkcity.org](mailto:scolley@parkcity.org). Documents requested by mail will be packaged and sent postage paid. Documents requested by courier will be packaged and sent only at the Proposers' expense.

### IP 4. Pre-Proposal Meeting/Information for Proposers

No pre-proposal meeting is currently scheduled.

However, PCMC reserves the right to schedule such meeting, if it becomes apparent that a meeting is needed to discuss the project Work or other RFP matters with Proposers. PCMC will notify all prospective Proposers who have requested a copy of the RFP in accordance with NR 2. Obtaining Proposal Documents if a pre-proposal meeting is deemed to be necessary in the best interests of PCMC. Attendance of any Pre-

proposal meeting deemed necessary is optional and may be attended either in person or via telephone conference call.

Questions may be submitted up to the date specified in Section IP 2 - "Proposed Schedule for the Procurement." Questions and responses will be shared with all prospective Proposers. Prospective Proposers are reminded that any changes to the RFP will be as written addenda only, and nothing stated at a pre-proposal meeting shall change or qualify in any way any of the provisions in the RFP and shall not be binding on PCMC.

## **IP 5. Questions, Clarifications and Omissions**

All correspondence, communication, and contact in regard to any aspect of this solicitation or offers shall be only with the Project Supervisor identified above, Scott Colley, in writing. Unless otherwise instructed by the Project Supervisor, Proposers and their representatives shall not make any contact with or communicate with any member of PCMC, or its employees and consultants, other than the designated Project Supervisor, in regard to any aspect of this solicitation or offers.

At any time prior to the deadline for Proposer communications, questions, and requests outlined in IP 2 – Proposed Schedule for the RFP, proposers may request, in writing, a clarification or interpretation of any aspect of the RFP. Such written requests shall be made to the Project Supervisor.

All responses shall be provided to all Proposers, including submitted proposal deviations. Any response that is not confirmed by a written addendum shall not be official or binding to PCMC.

Any request for submitted proposal deviation to any requirement of the Contract documents must be fully supported with technical data, test results, or other pertinent information showing evidence that the deviation will result in a condition equal to or better than that required by the RFP, without a substantial increase in cost or time requirements.

Unless otherwise specified, named products are offered for illustrative purposes only and as a means to better explain the accompanying salient physical, functional quality, performance characteristics. Proposers are required to provide full descriptions, including manufacturer, make or model, and other descriptive data or literature for each specified component, regardless of whether the component was included in PCMC's illustrative listings.

All requests for submitted deviations shall be fully supported with technical data, test results, transit revenue experience, or other pertinent information which confirms that the item and/or system being offered meets PCMC's minimum requirements. In no case shall PCMC delay the RFP process to conduct these considerations.

If it should appear to a prospective Proposer that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, State, local or PCMC law, ordinance, rule, regulation, or other standard or requirement, then the Proposer shall submit a written request for clarification to PCMC within the time period specified above.

If there is found to be a conflict between written and numerical amounts in any proposal documents or materials submitted to PCMC, the written amount shall supersede the numerical amount.

## **IP 6. Addenda to RFP**

PCMC reserves the right to modify any part of the RFP at any time prior to contract award. PCMC will modify the RFP only by issuing a written addendum. Addenda will be consecutively numbered in the order they are issued. Any amendments, interpretation, correction, or change to the RFP shall be described in written addenda. Interpretations, corrections, or changes of the RFP made in any other manner will not be binding, and Proposers shall not rely on such interpretations, corrections, and changes.

PCMC reserves the right to amend the RFP at any time in accordance with “Proposed Schedule for the Procurement.” Any amendments to the RFP shall be described in written addenda. Notification of or the addenda also will be distributed to all such prospective Proposers officially known to have received the RFP. Failure of any prospective Proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may, at PCMC’s sole option, disqualify the Proposal.

Delivery of an addendum to a prospective proposer or proposer shall be deemed accomplished when PCMC has placed the addendum in regular U.S. Mail, via fax, or via sent email addressed to the proposer or prospective proposer at the last address, fax number, or email address known to PCMC. Proposers and prospective proposers must notify PCMC promptly in writing of any changes in address, fax number, or email address. The notification must state the name and RFP number of this procurement.

If PCMC determines that the addenda may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed no fewer than ten (10) days from the date of issuance of addenda or by the number of days that PCMC determines will allow Proposers sufficient time to revise their Proposals. Any new Due Date shall be included in the addenda.

## **IP 7. DBE Requirements**

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, a Proposer, as a condition of being authorized to respond to this solicitation, must certify by completing the form DBE Approval Certification that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

See Section 5: Federal Requirements FR 5 for DBE certification requirements. Each proposer shall submit with its proposal a certificate (CER 8.7) stating that it has complied with 49 CFR Section 26. Failure to do so will result in the proposer’s bid to be considered unresponsive.

## **IP 8. Buy America Certification**

This Contract is subject to the “Buy America” requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations. Prospective Proposers have the responsibility to comply with the cited and any governing statutes and regulations, including official interpretations.

A Proposer shall submit to PCMC the appropriate Buy America certification, included in this document, with all offers on FTA-funded contracts. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.

**The two signature blocks on the Buy America certificate are mutually exclusive. Proposers shall sign only one signature block on the certificate. Signing both signature blocks will make the Proposal nonresponsive.** A false certification is a criminal act in violation of 18 USC §1001.

A Proposer who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) days of Proposal opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The Proposer will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The Proposer will simultaneously send a copy of this information to PCMC.

The FTA Chief Counsel may request additional information from the Proposer, if necessary. PCMC may not make Contract award until the FTA Chief Counsel issues his or her determination, except as provided in 49 CFR Part 661.15(m).

Certification based on ignorance of proper application of the Buy America requirements is not an inadvertent or clerical error.

A waiver from the Buy America provisions will be sought by PCMC from the FTA for the proposed awardee, if the grounds for a waiver exist. All Proposers seeking a waiver must submit to PCMC a timely request in writing, which shall include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following:

1. Their application would be inconsistent with the public interest;
2. Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of domestic material will increase the cost of the overall Contract by more than 25 percent (25%).

Any party may petition the FTA to investigate a successful Proposer's compliance with the Buy America certification. The procedures are set out in 49 CFR Part 661.15. If the FTA determines that the evidence indicates noncompliance, the FTA will require PCMC to initiate an investigation. The successful Proposer has the burden of proof to establish compliance with its certification. If the successful Proposer fails to so demonstrate compliance, then the successful Proposer will be required to substitute sufficient domestic materials without revision of the original Contract terms. Failure to do so will be a breach of the Contract and may lead to the initiation of debarment proceedings under 49 CFR Part 29.

## **IP 9. Conditions, Exceptions, Reservations or Understandings**

Proposers are cautioned to limit exceptions, conditions, and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not responding to the requirements of the RFP.

Any and all Deviations must be explicitly, fully, and separately stated in the Proposal by completing the Form for Proposal Deviation, setting forth at a minimum the specific reasons for each Deviation so that it can be fully considered and, if appropriate, evaluated by PCMC. All Deviations shall be evaluated in accordance

with the appropriate evaluation criteria and procedures and may result in the Proposer receiving a less favorable evaluation than without the Deviation.

The Form for Proposal Deviation shall be included in the Technical bundle 1, 2 and 3.

## **IP 10. Protest Procedures**

Any supplier, vendor, or contractor who determines that a decision has been made in violation of these regulations, may appeal the decision to the City Council of Park City, Utah. All protests must be in writing, stating the name and address of protestor, a contact person, contract number, and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest. PCMC's protest procedures are as follows:

- i. The complainant shall promptly file a written appeals letter, to the City Manager, within five (5) working days from the time the alleged incident occurred. The letter of appeal shall state all relevant facts of the matter and the remedy sought.
- ii. Upon receipt of the notice of appeal, the City Manager shall forward to the City Council the appeal notice, his or her investigation of the matter, and any other relevant information.
- iii. The City Council shall conduct a hearing on the matter and provide the complainant an opportunity to be heard. A written decision shall be sent to the complainant.
- iv. The Public Works Director shall not be obligated to postpone a bid opening or award of a contract pending resolution of a protest where the Public Works Director determines that proceeding with the selection process or award is in the best interest of PCMC, unless otherwise required by federal rules or regulations. The basis for the determination shall be documented by the Public Works Director by memorandum to the solicitation file.

PCMC reserves the right to withdraw the RFP and reject any and all proposals at any time, without notice, for any reason.

### **IP 10.1 Address**

All protests must be addressed as follows:

PCMC contact: Diane Foster - City Manager

For special delivery or hand delivery: 445 Marsac Ave, Park City, Utah 84060

For U.S. mail: P.O. Box 1480, Park City, Utah 84060

Protests not properly addressed to the address shown above may not be considered by PCMC.

Copies of PCMC's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor may be obtained from the Project Supervisor identified in section NR 2. Proposals will be opened and a Notice of Award will be issued by PCMC in accordance with PCMC's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor.

## **IP 10.2 FTA Review**

A proposer must file a protest in accordance with this policy and PCMC must deny that protest before a proposer may seek review by the Federal Transit Administration (FTA), if otherwise permitted under the FTA Third Party Contracting Circular, and/or by a court of competent jurisdiction.

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration of the U.S. Department of Transportation pursuant to the procedures provided in the FTA C 4220.1F or its successor. FTA review is limited to the alleged failure of PCMC to have written protest procedures, the alleged failure of PCMC to follow those procedures, the alleged failure of PCMC to review a protest, or the alleged violation of federal law or regulation.

## **IP 11. Preparation of Proposals**

### **IP 11.1 Use of Proposal Forms**

Proposers are advised that the forms contained in this RFP are required to be used for submission of a Proposal.

### **IP 11.2 Alternate and Multiple Proposals**

A single proposer may submit more than one proposal. Each proposal must be submitted separately and should be complete by itself in all respects. PCMC will evaluate each proposal without reference to other proposals submitted by the same proposer. If more than one proposal falls within the competitive range, PCMC may negotiate with the proposer regarding all of them simultaneously.

### **IP 11.3 Proposal Format Requirements**

Proposals shall be submitted in four (4) separately sealed bundles identified below. Each bundle shall be marked as specified below and shall contain all the Proposal documents for which the bundle is required to be marked. These same requirements shall apply to any best and final offers (BAFOs).

Proposers shall submit one (1) original (marked clearly as such), three (3) hard copies, and three (3) CDs or USB jump drives, each containing an electronic PDF copy of the Proposal to PCMC. In case of any discrepancies, the original will be considered by PCMC in evaluating the Proposal, and the electronic version is provided for PCMC's administrative convenience only.

The hard-copy Proposals shall be prepared double-sided on 8½ × 11 in. paper in at least 11-point font. The hard copies shall be contained in three-ring binders, the contents of which are identified on the outside. Use of 11 × 17 in. foldout sheets for large tables, charts, or diagrams is permissible.

#### **Bundle 1: Technical Proposal Requirements**

1. Letter of Transmittal
2. Technical Proposal
3. Acknowledgement of Addenda (CER 2. form)
4. Contractor Service and Parts Support Data (CER 3. form)
5. Form for Proposal Deviation (without price data) (with price data) (CER 4. form)
6. References and Non-Priced Information
7. Production and delivery schedule and other Contract commitments for the duration of this Contract
8. Management Plan

9. Complete warranty information and proposer's field service and support network.
10. User List – CER 9. (Relevant prior two (2) years).
11. A detailed description of the proposed onsite training program for PCMC maintenance and operations staff.
12. A copy of the Contractor's Quality Assurance Program.

**Bundle 2: Price Proposal Requirements**

Each Price Proposal shall be on the prescribed Proposal form(s) and shall be for the entire Contract, including all Proposal items. Price proposals must include prices for complete systems installed in Park City, Utah, plus prices for any other packages, worksheet and components or tasks identified in the proposer's proposal.

1. Letter of Transmittal
2. Pricing Schedule

The Proposer is required to complete and execute PCMC's Pricing Schedule, contained as part of the Proposal documents, and provide same in the Price Proposal. The Contractor shall be liable for payment of all local taxes applicable to the complete system as delivered and should add these amounts to the Proposal price.

**Bundle 3: Qualification Package Requirements**

1. Pre-Award Evaluation Data Form
2. A copy of the three (3) most recent financial statements audited by an independent third party or a statement from the Proposer regarding how financial information may be reviewed by PCMC
3. Letter for insurance, indicating the Contractor's ability to obtain the insurance coverage in accordance with the RFP requirements
4. Letter from a surety for a Performance Guarantee, if required, indicating the Contractor's ability to obtain financial guarantees in accordance with the RFP requirements
5. Form for Proposal Deviation, if applicable (with price data)
6. Proposal Form (authorized representatives)
7. All Federal certifications in this RFP, as outlined below:

Failure to include all the certifications and documentation listed above will result in a proposal being declared unresponsive. Unresponsive proposals will not be included in the competitive range.

- CER 7.1: Buy America Certificate
- CER 7.2: Debarment and Suspension Certification for Prospective Contractor
- CER 7.3: Debarment and Suspension Certification (Lower – Tier Covered Transaction)
- CER 7.4: Non-Collusion Affidavit
- CER 7.5: Certification of Restrictions on Lobbying
- CER 7.6: DBE Approval Certification
- CER 7.7: Cargo Preference Certification
- CER 7.8: Fly America Certification
- CER 7.9: Dispute Resolution Certification
- CER 7.10: Conformance with National ITS Architecture and Seismic Safety Certification
- CER 7.11: Additional Federal Contract Clauses Compliance Certification

#### **Bundle 4: Proprietary/Confidential Information Package Requirements**

The Proposer is directed to collect and submit any information it deems to be proprietary or confidential in nature in a separate marked and sealed package. If there is no confidential information, then the Proposer should include a statement to that effect. Subject bundle shall be submitted in accordance with the terms and conditions governing the submittal of Proposer's Proposal to this RFP. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such.

The Proposer is advised that PCMC is public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this RFP. If a request is received by PCMC for the release of Proposer's proprietary/confidential information, then subject request will be referred to the Proposer for review and consideration. If Proposer chooses to declare the information proprietary/confidential and withhold it from release, then it shall defend and hold harmless PCMC from any legal action arising from such a declaration.

#### **IP 11.4 Agency Treatment of Proprietary/Confidential Information**

Access to government records is governed by the Government Records Access Management Act (GRAMA), pursuant to UCA 63G-2-309, as amended. Except as otherwise required to be disclosed by applicable law, PCMC will exempt from disclosure proprietary information identified in Package 4.

Upon a request for records from a third party regarding this Proposal, PCMC will notify the Proposer in writing. The Proposer must respond within five (5) business days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information. Failure to respond within the allowed period shall be deemed an approval to release. The Proposer shall indemnify PCMC's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

PCMC shall employ sound business practices no less diligent than those used for PCMC's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract that contains confidential commercial or financial information, trade secrets, or proprietary information as defined in or pursuant to the UCA 63G-2-309, as amended, against disclosure of such information and material to third parties, except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets, or proprietary information—with such determinations to be made by PCMC at its sole discretion—bears appropriate notices relating to its confidential character.

#### **IP 11.5 Signing of Proposal Forms**

Proposals shall include firm name (and, in the event that the Proposer is a joint venture, the names of the individual firms comprising the joint venture); business address; and the name, title, business address, telephone number, facsimile (fax) number and email address of the responsible individual(s) who may be contacted during the Proposal evaluation period for scheduling oral presentations and/or interviews, scheduling factory site visits, and for receiving notices from PCMC. The Proposer shall submit with its Proposal a copy of the joint venture agreement.

Proposals shall be signed by those individual(s) authorized to bind the Proposer. The Proposer shall submit evidence of the official's authority to act for and bind the Proposer in all matters relating to the Proposal. In the event that the Proposer is a joint venture or consortium, a representative of each of the members of the joint venture or consortium shall execute the Proposal. Each joint venture or consortium member is jointly and severally liable for the joint venture or consortium.

### **IP 11.6 Modification or Withdrawal of Proposals**

A modification of a Proposal already received will be accepted by PCMC only if the modification is received prior to the Proposal Due Date, is specifically requested by PCMC, or is made with a requested BAFO. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal already received prior to the Proposal Due Date by submitting to PCMC, in the same manner as the original Proposal, a written request for withdrawal executed by the Proposer's authorized representative. After the Proposal Due Date, a Proposal may be withdrawn only if PCMC fails to award the Contract within the Proposal validity period prescribed in "Duration of the Validity of Proposals," or any agreed-upon extension thereof. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal within the time set for receipt of Proposals.

Proposers entitled to receive an addendum distributed to proposers after proposals have been delivered to PCMC may supplement their proposal once in response to that addendum. Proposers also may supplement their proposal in response to a written request by PCMC for supplemental information. PCMC will consider no other proposal supplements unless the proposer offering the supplement demonstrates by clear and convincing evidence that PCMC, to be equitable, must allow the supplement.

Supplements must be submitted in writing in the same manner as proposals, except that the envelope containing a supplement must prominently bear the word "SUPPLEMENT" in addition to other markings required for proposals. Supplements received by PCMC after the date designated by PCMC for close of negotiations will be treated in the same manner as late proposals.

### **IP 11.7 Ownership and Cost of Proposal Development**

All proposals will become the property of Park City Municipal Corporation.

This RFP does not commit PCMC to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal, nor to procure or contract for the equipment.

### **IP 12. Proposal Evaluation, Negotiation and Selection**

Proposals will be evaluated, negotiated, selected, and any award made in accordance with the criteria and procedures described below. The approach and procedures are those applicable to a competitive negotiated procurement whereby Proposals are evaluated to determine which Proposals are within a Competitive Range. Discussions and negotiations may then be carried out with Proposers within the Competitive Range, after which BAFOs may be requested.

However, PCMC may select a Proposal for award without any discussions or negotiations or request for any BAFOs. Subject to PCMC's right to reject any or all Proposals, the Proposer whose Proposal is found to be most advantageous to PCMC will be selected, based upon consideration of the criteria of "Proposal Selection Process," below. PCMC in its sole discretion reserves the right to accept or reject proposals submitted and to

waive informalities and minor irregularities and to request additional information required to fully evaluate a proposal.

Award will be made to the proposer whose final offer is most advantageous and gives the best value to PCMC. PCMC reserves the right to accept other than the lowest cost proposal, reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of PCMC.

## **IP 12.1 Confidentiality of Proposals**

Proposals will be opened on the first business day following the Proposal Submission deadline at the Park City Public Works building, located at 1053 Iron Horse Drive, Park City, Utah. Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process, except as otherwise required by applicable law. Only the members of the Selection Committee and Evaluation Team and other PCMC officials, employees, and agents having a legitimate interest will be provided access to the Proposals and evaluation results during this period.

Prior to contract award, PCMC will treat as confidential all information contained in proposals, proposal supplements, and communications made in the course of procurement negotiations. The public interest will not suffer as a result of disclosure by PCMC after contract award, so PCMC will treat that information as a matter of public record after contract award, except to the extent it contains trade secrets or is otherwise exempt under Utah or federal law.

To ensure appropriate post-award confidentiality, proposers must clearly identify trade secret information and should specifically cite statutory or regulatory authority for exemption from public disclosure in accordance with GRAMA, pursuant to UCA 63G-2-309, as amended. PCMC disclaims liability for inadvertent disclosure of trade secrets or other information entitled to confidential treatment if the proposer has failed to identify trade secrets or other sensitive information clearly, or has failed to cite statutory or regulatory authority for keeping such information confidential.

If information from a proposal or a proposal supplement is disclosed improperly prior to contract award and PCMC determines (1) that the disclosure puts the proposer whose information was disclosed at a disadvantage relative to other proposers during negotiations, and (2) that a legally sufficient contract can be awarded based upon initial proposals, PCMC may award the contract based upon initial proposals without regard to subsequent negotiations or supplements.

## **IP 12.2 Duration of the Validity of Proposals**

Proposals and subsequent offers shall be valid for the period stated in “Section 1: NR 4. Validity of Proposals.” PCMC may request Proposers to extend the period of time specified herein by written agreement between PCMC and the Proposer(s) concerned.

## **IP 12.3 Evaluation Committee**

PCMC will appoint an Evaluation Committee, which will include employees of PCMC, and will be established and convene to evaluate proposals no more than fifteen (15) business days after the Proposal Submission deadline.

The Evaluation Committee will carry out the detailed evaluations, including establishing the Competitive Range, carrying out negotiations, and making a selection and a recommendation of the Proposer, if any, that may be awarded the Contract.

The Evaluation Committee will report its recommendations and findings to our City Council, who will make the final determination for awarding a Contract or for taking an alternative action.

PCMC may issue addenda and may receive proposal supplements during the course of negotiations. Each proposer remaining within the competitive range at the close of negotiations will be allowed to submit a final supplement designated the "best and final offer." The best and final offer shall contain all information and documents necessary to state the proposer's entire proposal. The best and final offer also shall include the proposer's price proposal. All proposers who submit best and final offers will be evaluated by the committee based upon those best and final offers.

The Evaluation Committee will recommend one (1) Proposal for contract award. Award of contract is subject to approval by the City Council of Park City. If the recommended proposal is not acceptable, PCMC may re-open negotiations and/or cancel the RFP.

### **IP 12.4 Review of Proposals for Responsiveness and Proposers for Responsibility**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this RFP and if the Proposer is responsible.

A responsive Proposal is one that follows the requirements of this RFP, includes all documentation, is submitted in the format outlined in this RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed nonresponsive.

A responsible Proposer is one that demonstrates the capability to satisfy the commercial and technical requirements set forth in the Solicitation. A Proposer's failure to demonstrate that it is responsible may result in the proposal being rejected.

Any Proposal found to be nonresponsive or Proposer found to be non-responsible will not be considered further for award. Proposals that do not comply with the RFP instructions and requirements or do not include the required information may be rejected as insufficient and may not be further considered. PCMC reserves the right to request a Proposer to provide additional information and/or to clarify information. PCMC's determination regarding the responsiveness of a Proposal and the responsibility of a Proposer shall be final.

### **IP 12.5 Proposal Selection Process**

The following describes the process by which Proposals will be evaluated and a selection made for a potential award. Any such selection of a Proposal shall be made by consideration of only the criteria set forth below.

"Qualification Requirements" specifies the requirements for determining responsible Proposers, all of which must be met by a Proposer to be found qualified. Final determination of a Proposer's qualification will be made based upon all information received during the evaluation process and as a condition for award. PCMC reserves the right, in its sole discretion, to waive any or all Qualification Requirements during the evaluation process.

"Proposal Evaluation Criteria" contains all the evaluation criteria, and their relative order of importance, by which a Proposal from a qualified Proposer will be considered for selection. An award, if made, will be to a responsible Proposer for a Proposal that is found to be in PCMC's best interests, based on price and other

evaluation criteria considered. Price may not be the sole deciding factor. The procedures to be followed for these evaluations are provided in “Evaluation Procedures,” below.

### **Qualification Requirements**

The following are the requirements for qualifying responsible Proposers. All of these requirements should be met; therefore, they are not listed in any particular order of importance. Any Proposal that the Evaluation Committee finds does not meet these requirements, and cannot be made to meet these requirements, may be determined by the Evaluation Committee not to be responsible and the Proposal rejected. The requirements are as follows:

1. Sufficient financial strength, resources, and capability to finance the Work to be performed and to Complete the Contract in a satisfactory manner, as measured by the following:

Proposer’s financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant; or a statement from the Proposer regarding how financial information may be reviewed by PCMC.

Proposer’s ability to secure financial guarantees, if required, as evidenced by a letter of commitment from an underwriter, surety or other guarantor confirming that the Proposer can provide the required guarantee.

Proposer’s ability to obtain required insurance with coverage values that meet minimum requirements, evidenced by a letter from an underwriter confirming that the Proposer can be insured for the required amount.

2. Evidence that the human and physical resources are sufficient to perform the Contract as specified and to ensure delivery of all equipment within the time specified in the Contract, to include the following:

Engineering, management, and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment to complete the Contract as required, and to satisfy any engineering or service problems that may arise during the warranty period.

Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.

A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience, and equipment sufficient to perform all warranty and on-site Work.

3. Evidence that Proposer is qualified in accordance with the provisions of “Section 8: Quality Assurance.”
4. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability, and steps Proposer took to resolve any judgments, liens, or warranty claims. Evidence shall be by client references.

PCMC shall have the right to conduct a pre-award survey of each proposer and shall make the sole determination as to the adequacy of the Proposer's qualifications as cited above.

### Proposal Evaluation Criteria

PCMC's evaluation committee will employ the following criteria in evaluating proposals. The criteria are presented to allow PCMC to analyze proposals received on an equal basis and to afford all proposers the opportunity to know the basis upon which their proposals will be evaluated. The evaluation committee also will use more detailed sub-criterion as outlined, but not specifically stated below, in the proposal evaluation process. PCMC may revise, by written addenda, the evaluation criteria during the course of negotiations.

The criteria are listed numerically by their relative order of importance. However, certain criteria may have sub-criteria identified that are listed by their relative order of importance within the criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative degree of importance within the specific sub-criterion they comprise.

1. **Product Design and Performance** (0-40 points)  
System construction and design, as well as documented reliability, including subsystems and reliability in extreme winter environments. Test results, safety, and maintenance factors and cost of normal operation and system components proposed may be considered in determining a final value for this factor.
2. **Proposer's Experience and Qualifications** (0-40 points)  
Proposer's overall organizational and financial capabilities and key components such as reporting structure, quality control, quality assurance, research and development, technical, training and parts support, response time, product capabilities, delivery schedule, bonding capability, and financial history. The nature and extent of requested changes to PCMC's standard contract will also be evaluated, which may negatively impact the favorability of a proposal. Judgments, liens, warranty claims, and the steps that the manufacturer took to resolve these concerns in assessing the overall reputation of the manufacturer will also be evaluated.
3. **Cost Proposal** (0-20 points)  
The lowest cost proposal will receive 20 points. Every other proposal will be given points proportionately in relationship to the lowest price using the following formula:

$$\frac{\text{Lowest Proposed Price}}{\text{Proposer's Price}} \times 20 = \text{Cost Proposal}$$

### IP 12.6 Evaluation Procedures

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the Competitive Range. PCMC reserves the right to request that a Proposer provide any missing information and make corrections. Proposers are advised that the

detailed evaluation forms and procedures will follow the same Proposal format and organization specified in “IP 11. Preparation of Proposals”. Therefore, Proposers should pay close attention to and strictly follow all instructions. Submittal of a Proposal will signify that the Proposer has accepted the whole of the Contract documents, except such conditions, exceptions, reservations, or understandings explicitly, fully, and separately stated on the forms, and according to the instructions of the Form for Proposal Deviation. Any such conditions, exceptions, reservations, or understandings that do not result in the rejection of the Proposal are subject to evaluation under the criteria set forth in “Proposal Selection Process.”

Evaluations will be made in strict accordance with all the evaluation criteria specified in “Proposal Selection Process,” above. PCMC will choose the Proposal that it finds to be most advantageous to PCMC, based upon the evaluation criteria.

## **IP 12.7 Evaluations of Competitive Proposals**

1. **Qualification of responsible Proposers.** Proposals will be evaluated to determine the responsibility of Proposers. A final determination of a Proposer’s responsibility will be made upon the basis of initial information submitted in the Proposal, any information submitted upon request by PCMC, information submitted in a BAFO, and information resulting from PCMC inquiry of Proposer’s references and its own knowledge of the Proposer.
2. **Detailed evaluation of Proposals and determination of Competitive Range.** PCMC's evaluation committee will make an initial evaluation of all proposals. Based upon that initial technical evaluation, the committee will establish a competitive range. PCMC will carry out and document its evaluations in accordance with the criteria and procedures set forth in “Proposal Selection Process.” Any Proposal deficiencies that may render a Proposal unacceptable will be documented. PCMC will make specific note of questions, issues, concerns, and areas requiring clarification by Proposers and to be discussed in any meetings with Proposers that PCMC finds to be within the Competitive Range.

Rankings of the Proposals against the evaluation will then be made for determining which Proposals are within the Competitive Range, or may reasonably be made to be within the Competitive Range.

A proposal that initially is within the competitive range may be excluded during the course of negotiations. A proposal that initially is outside the competitive range may come within the competitive range during the course of negotiations.

3. **Proposals not within the Competitive Range.** Proposers of any Proposals that have been determined by PCMC as not in the Competitive Range, and that cannot be reasonably made to be within the Competitive Range, will be notified within fifteen (15) calendar days prior to the contract award to allow the rejected proposer a reasonable opportunity to protest that determination. PCMC will include in that notification a statement of the reasons the Proposer's proposal was deemed to be outside the competitive range.
4. **Discussions with Proposers in the Competitive Range.** The Proposers whose Proposals are found by PCMC to be within the Competitive Range, or that may be reasonably made to be within the Competitive Range, will be notified, and any questions or requests for clarifications provided to them in writing. Each such Proposer may be invited for an interview and discussions with PCMC to discuss answers to written or oral questions, clarifications, and any facet of its Proposal.

PCMC will negotiate with all proposers within the competitive range unless PCMC elects to ask for "best and final" offers from proposers within the competitive range, based solely upon the initial proposals. The extent of negotiations will vary with the nature of the procurement and the quality of the proposals. Negotiations may include meetings or telephone conversations between individual proposers and all or part of PCMC's evaluation committee, or written correspondence between PCMC and the proposer. The written correspondence may be in the form of addenda issued by PCMC and responsive supplements submitted by the proposers.

In the course of negotiations PCMC will attempt to advise each proposer of all weaknesses, deficiencies, or excesses in their proposal that PCMC has identified, other than those technical deficiencies due to lack of diligence, competence, or inventiveness.

During negotiations, PCMC will notify proposers of the time at which negotiations will close. That notification normally will be in writing. If no other time is designated for close of negotiations, they shall be deemed closed at the time by which best and final offers must be received by PCMC. PCMC will treat written revisions to proposals received after close of negotiations in the same manner as late proposals. PCMC normally will not close negotiations until all terms necessary to establish a legally sufficient contract have been agreed upon.

In the event that a Proposal that has been included in the Competitive Range contains conditions, exceptions, reservations, or understandings to any Contract requirements as provided in the Form for Proposal Deviation, said conditions, exceptions, reservations, or understandings may be negotiated during these meetings. However, PCMC shall have the right to reject any and all such conditions and exceptions, and instruct the Proposer to amend its Proposal and remove said conditions and exceptions; and any Proposer failing to do so may cause PCMC to find such Proposal to be outside the Competitive Range.

No information, financial or otherwise, will be provided to any Proposer about any of the Proposals from other Proposers, to the extent permitted by applicable law. Proposers will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Proposers will not be told of their rankings among the other Proposers prior to Contract award.

5. **Factory and site visits.** PCMC reserves the right to conduct factory visits of the Proposer's facilities and/or the facilities of major sub-suppliers included in the Proposal prior to Contract award or during the course of negotiations.
6. **Best and final offers.** After all interviews have been completed, the Proposers in the Competitive Range may be afforded the opportunity to amend their Proposals and make their BAFOs. The Request for BAFOs shall include the following:

Notice that discussions and negotiations are concluded.

A complete listing of the conditions, exceptions, reservations, or understandings that have been approved.

A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.

Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs.

Notice to Proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous Proposal will be construed as their BAFO.

Any modification to the initial Proposal made by a Proposer in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by PCMC according to the same requirements and criteria as the initial Proposals (“Proposal Selection Process”). PCMC will make appropriate adjustments to the initial scores for any sub-criteria and criteria that have been affected by any Proposal modifications made by the BAFOs. These final scores and rankings within each criterion will again be arrayed by PCMC and considered according to the relative degrees of importance of the criteria defined in “Proposal Selection Process.”

PCMC will then choose the Proposal that it finds to be most advantageous to PCMC, based upon the evaluation criteria. The results of the evaluations and the selection of a Proposal for any award will be documented.

PCMC reserves the right to make an award to a Proposer whose Proposal it judges to be most advantageous to PCMC based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs.

7. **Debriefing.** Subsequent to the award, the unsuccessful Proposers will be notified and may request a debriefing. Proposers will be debriefed in accordance with PCMC’s policies, including information regarding the shortcomings of their Proposal.

## **IP 13. Response to Proposals**

### **IP 13.1 Single Proposal Response**

If only one Proposal is received in response to this RFP and it is found by PCMC to be acceptable, then a price or cost analysis, or both, possibly including an audit, may be performed by or for PCMC. The Proposer has agreed to such analysis by submitting a Proposal in response to this RFP.

### **IP 13.2 Availability of Funds**

This procurement is subject to the availability of funding. This procurement is funded using financial assistance from the Federal Transportation Administration (FTA) and through the Utah Department of Transportation (UDOT), with matching funds provided by Park City Municipal Corporation.

### **IP 13.3 PCMC Contract Approval Process**

Award of contract is subject to approval by the City Council of Park City. Following internal review by the Evaluation Committee, the committee will produce a Manager’s Report, including a recommendation, which will be presented to the City Council for approval at the first available date following a decision reached by the Evaluation Committee.

### **IP 13.4 PCMC Rights**

PCMC reserves the right to cancel the RFP in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of PCMC. PCMC shall have no liability to a proposer or

prospective proposer for any costs that arise prior to the Contractor delivering a performance bond as required by Special Provisions 2.2 – Performance Guarantee.

PCMC reserves the right to reject any or all Proposals, to undertake discussions with one or more Proposers, and to accept that Proposal or modified Proposal which, in its judgment, will be most advantageous to PCMC, considering price and other evaluation criteria. PCMC reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive. PCMC reserves the right to waive any Defects, or minor informalities or irregularities in any Proposal that do not materially affect the Proposal or prejudice other Proposers.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by PCMC.

PCMC may reject a Proposal that includes unacceptable Deviations as provided in the Form for Proposal Deviation.

### **IP 13.5 Execution of Contract**

PCMC will award a contract through competitive negotiation. The contract shall incorporate all provisions of this RFP, and all provisions required in public contracts by local, State, and federal law. The successful proposer will be required to execute a contract form similar to the sample contract that is attached to and made a part of this Request for Proposals as Section 10: Contract: Park City Municipal Corporation Service Provider/Professional Service Agreement.

The acceptance of a Proposal for award, if made, shall be evidenced in writing by a notice of award of Contract delivered to the Proposer whose Proposal is accepted. Upon notice of award of the Contract to a Proposer, the Proposer shall commence performance under the Contract by furnishing any required bonds, and by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within fifteen (15) calendar days after the date of receipt of the notice of award. Failure to fulfill these requirements within the specified time is cause for termination of the Contract under Section 3 GC 9.4.2 Termination for Default.

### **IP 14. Conflicts of Interests, Restrictions on Lobbying**

Proposers are prohibited from engaging in any practice that may be considered a conflict of interest. Forms contained in Section 9: CER 7.4 Non-Collusion Affidavit and CER 7.5 Lobbying Certification must be fully executed.

#### **IP 14.1 Late Proposals**

A proposal is late if PCMC receives it after the deadline stated in this RFP for delivery of proposals. PCMC may, in its sole discretion, reject a late proposal without evaluation. A proposal shall be deemed received by PCMC when it has been physically received by PCMC's Project Supervisor. Delays due to mail handling will not excuse late delivery of a proposal.

#### **IP 14.2 Cost Analysis**

If, after reviewing the best and final offers, PCMC concludes that a cost analysis is necessary, PCMC will request cost data from all proposers still within the competitive range. Each proposer must submit cost data

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on the form provided by PCMC. Allowability of costs will be determined in accordance with the Federal Acquisition Regulations. PCMC may reopen negotiations to the extent necessary to address issues raised by cost analysis.

## SECTION 3: GENERAL CONDITIONS

### GC 1. Definitions

The following are definitions of special terms used in this document:

**Agency:** Park City Municipal Corporation (PCMC)

**Authorized Signer:** The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

**Best and Final Offer (BAFO):** The last Proposal made by a Proposer. If a BAFO is not specifically requested by PCMC, or if the Proposer does not promptly respond to a request for a BAFO, then the most recent, current Proposal is the BAFO.

**Competitive Range:** The range of proposals that are identified as the most highly rated, unless the range is further reduced for purposes of efficiency.

**Contract:** The Proposal and its acceptance by PCMC as manifested by the Contract documents specified in “Section 10: Contract.”

**Contractor:** The successful Proposer who is awarded a Contract for providing all systems, components, and equipment described in the Contract documents.

**Days:** Unless otherwise stated, “days” shall mean calendar days.

**Defect:** Patent or latent malfunction or failure in manufacture, installation, or design of any component or subsystem.

**Deviation:** Variance from a requirement or specification that does not alter the basis of a contractor adversely affects its performance.

**Due Date:** The date and time by which Proposals must be received by PCMC as specified in “Section 1: Notice of Request for Proposals.”

**Extended Warranty:** A warranty available for purchase above the standard warranty.

**Pass-Through Warranty:** A warranty provided by the Contractor but administered directly with the component Supplier.

**PCMC:** Park City Municipal Corporation, its employees, officers, agents, designees, or assigns, for the purpose of administering this Request for Proposals.

**Project Supervisor -** The person who is administering this Contract on behalf of PCMC.

**Proposal:** A promise, if accepted, to deliver equipment and services according to the underlying solicitation of PCMC documented using the prescribed form in the solicitation.

**Proposer:** A legal entity that makes a Proposal.

**Related Defect:** Damage inflicted on any component or subsystem as a direct result of a separate Defect.

**Solicitation:** PCMC's request for proposals.

**Superior Warranty:** A warranty still in effect after all contractually required warranties have expired. The remaining warranty is administered directly between the sub-Supplier and PCMC.

**Supplier:** Any manufacturer, company or agency providing units, components, or subassemblies for inclusion in the system that are installed by the Contractor. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in "Section 8: Quality Assurance."

**Subcontractor:** Any manufacturer, company, or agency providing units, components, or subassemblies for inclusion in the system that are installed by a Subcontractor. Subcontractor items shall require qualification by type and acceptance tests in accordance with requirements defined in "Section 8: Quality Assurance."

**Transit Manager:** The person who is administering this Contract on behalf of PCMC and who has complete and final authority except as limited herein.

**Work:** Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the Contract and necessary to the completion thereof.

## **GC 2. Materials and Workmanship**

The Contractor shall be responsible for all materials and workmanship in the construction of the system and all accessories used, whether the same are manufactured by the Contractor or purchased from a Supplier. This provision excludes any equipment leased or supplied by PCMC, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture or installation of the system.

## **GC 3. Conformance with Specifications and Drawings**

Materials furnished and Work performed by the Contractor shall conform to the requirements of the Technical Specifications, and other Contract documents. Notwithstanding the provision of drawings, technical specifications or other data by PCMC, the Contractor shall have the responsibility of supplying all parts and details required to make the system complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Items that are installed by PCMC shall not be the responsibility of the Contractor unless they are included in this Contract.

Omissions from the Contract specifications, or the inaccurate description of details of Work that are manifestly necessary to carry out the intent of the Contract specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted Work or inaccurately described details of the Work, and they shall be performed as if fully and correctly set forth and described.

## **GC 4. Inspection, Testing and Acceptance**

### **GC 4.1 General**

PCMC's Representative shall at all times have access to the Work, the Contractor and, through the Contractor, its Suppliers. The Contractor and its Suppliers shall furnish every reasonable facility for

ascertaining that the materials and the workmanship are in accordance with the requirements of the Contract Documents. All Work done shall be subject to the PCMC Representative's inspection and approval in accordance with the approved Work products developed as a result of the Contract Documents.

Within sixty (60) calendar days after contract award, the Contractor must complete a Field Unit Verification/Validation Performance Test as outlined in Section 8: Quality Assurance. The Final Test Plan will specify the number of completed intersections and vehicles required to perform a comprehensive test.

#### **GC 4.2 Risk of Loss**

PCMC shall assume risk of loss of the system on installation. Prior to this delivery, the Contractor shall have risk of loss of the system, including any damages sustained during the delivery or installation regardless of the status of title or any payments related to the system.

#### **GC 5. Use of Intellectual Property**

Contractor represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in the rendering of the scope of services and the production of the materials produced under this Agreement, and that the user has full legal title or the right to use such materials. Contractor covenants to defend, indemnify, and hold the user harmless of any loss, claim, or liability in any way related to a claim that the user through its authorized use of the priority control system is violating federal, State or local laws, or any contractual provisions relating to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions. Contractor shall bear all costs arising from the use of third party patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the performance of the scope of services and materials produced under this Agreement. In case such materials, equipment, devices, or processes are held to constitute an infringement and their use is enjoined, Contractor, at its expense shall: (a) secure for the user the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the user; (b) modify the materials so that they become non-infringing; or (c) refund the applicable fees paid to the Contractor by the user for such infringing materials, equipment, devices or processes, excepting amounts reflecting depreciation, user's actual use of the infringing materials, equipment, devices or processes prior to their enjoined use, or other such reasonable adjustments. These covenants shall survive the termination of this Agreement.

#### **GC 5.1 Patent Infringement**

Contractor represents that the user's use of the products as contemplated herein does not and will not infringe any patent, copyright, or other proprietary right of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by the Contractor.

#### **GC 6. Intellectual Property Warranty**

PCMC shall advise the Contractor of any impending patent suit related to this Contract against PCMC and provide all information available. The Contractor shall defend any suit or proceeding brought against PCMC based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for PCMC the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

The Contractor's obligations under this section are discharged and PCMC shall hold the Contractor harmless with respect to the equipment or part if it was specified by PCMC and all requests for substitutes were rejected, and the Contractor advised PCMC under Section 2: IP 5 Questions, Clarifications and Omissions of a potential infringement, in which case the Contractor shall be held harmless.

## **GC 7. Data Rights**

### **GC 7.1 Proprietary Rights/Rights in Data**

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

1. Shop drawings and working drawings
2. Technical data including manuals or instruction materials, computer, or microprocessor software
3. Patented materials, equipment, devices, or processes
4. License requirements

PCMC shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive license to allow PCMC to utilize such information in order to maintain the system. In the event that the Contractor no longer provides the information, PCMC has the right to reverse engineer patented parts and software.

PCMC reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor, or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

### **GC 7.2 Access to Onboard Operational Data**

PCMC grants to the Contractor the right to request to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable the Contractor to perform reliability maintenance analysis, corrective action, and/or other engineering type Work for the system. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.

## **GC 8. Changes**

### **GC 8.1 Contractor Changes**

Any proposed change in this Contract shall be submitted to PCMC for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Transit Manager. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Transit Manager.

## **GC 8.2 PCMC Changes**

PCMC may obtain changes to the Contract by notifying the Contractor in writing. As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Project Supervisor, Scott Colley, a detailed price and schedule Proposal for the Work to be performed. This Proposal shall be accepted or modified by negotiations between the Contractor and the Project Supervisor, Scott Colley. At that time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with “Disputes,” below. Regardless of any disputes, the Contractor shall proceed with the Work ordered.

## **GC 9. Legal Clauses**

### **GC 9.1 Indemnification**

**GC 9.1.1** The Contractor shall, to the extent permitted by law:(1) protect, indemnify and save PCMC and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorneys’ fees incurred by PCMC and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss, or damage to persons or property of any kind whatsoever, arising out of or resulting from the intentional misconduct or negligent acts, errors, or omissions of the Contractor in the performance of the Contract, including intentional misconduct, negligent acts, errors or omissions of its officers, employees, servants, agents, Subcontractors, and Suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action, or proceeding, including appeals, against PCMC and its officers, employees, and agents, including consultants, relating to such injury, death, loss, or damage. Each party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action, or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action, or proceeding. PCMC shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. PCMC shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. PCMC shall have the right to be represented therein by advisory council of its own selection at its own expense.

**GC 9.1.2** The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death, or damages are caused solely by the negligent acts, errors, or omissions of PCMC, its officers, employees, agents or consultants, including, without limitation, negligence in:(1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, death or damages are caused, in whole or in part, by the negligence of any third-party operator, not including an assignee or Subcontractor of the Contractor, subject to the right of contribution. In case of joint or concurrent negligence of the parties giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

### **GC 9.2 Suspension of Work**

**GC 9.2.1** PCMC will not at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

The successful proposer will resolve any issues directly with PCMC to ensure that the finished product, prior to delivery, will meet with PCMC approval.

### **GC 9.3 Excusable Delays/Force Majeure**

**GC 9.3.1** If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of PCMC or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by PCMC subject to the following cumulative conditions:

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood, and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries will be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
- d. The Contractor makes written request and provides other information to PCMC as described in paragraph GC 9.3.4 below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

**GC 9.3.2** None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to “Liquidated Damages for Late Delivery” for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

**GC 9.3.3** PCMC reserves the right to rescind or shorten any extension previously granted, if subsequently PCMC determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, PCMC will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information that, although later found to have been erroneous, was submitted in good faith by the Contractor.

**GC 9.3.4** No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with PCMC within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with PCMC within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. PCMC shall make its determination within thirty (30) calendar days after receipt of the application.

## **GC 9.4 Termination**

### **GC 9.4.1. Termination for Convenience**

Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to PCMC. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by PCMC.

### **GC 9.4.2. Termination for Default**

PCMC may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the service within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other material provision of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

## **GC 9.5 Compliance with Laws and Regulations**

The Contractor shall at all times comply with all applicable laws, regulations, policies, procedures, and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures, and directives, including those listed directly or by reference in the agreement between PCMC and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

## **GC 9.6 Changes of Law**

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between PCMC and the Contractor, and the final Contract price will be adjusted upward or downward to reflect such changes in Law. Such price adjustment may be audited, where required.

## **GC 9.7 Governing Law and Choice of Forum**

This Contract shall be governed by the laws of the State of Utah without regard to conflict of law rules. The Contractor consents to the jurisdiction of the identified State, County of Summit County.

## **GC 9.8 Disputes**

Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by PCMC. The decision of PCMC shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish PCMC a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the Contract and in accordance with PCMC's decision. The decision of PCMC shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by PCMC, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of PCMC.

## **GC 9.9 Maintenance of Records; Access by Agency; Right to Audit Records**

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d) and 49 USC § 5325(a), provided that PCMC is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide PCMC, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, Utah Department of Transportation, or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

1. In the event of a sole-source Contract, single Proposal, single responsive Proposal, or competitive negotiated procurement, the Contractor shall maintain and the Transit Manager, the U.S. Department of Transportation (if applicable), or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that properly reflect all direct and indirect costs anticipated for the performance of the Contract.
2. For Contract modifications or change orders, the Transit Manager, the U.S. Department of Transportation, if applicable, or their representatives, shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete, or out-of-date data, the Transit Manager may renegotiate the Contract modification or change order price adjustment, and PCMC shall be entitled

to any reductions in the price that would result from the application of accurate, complete, or up-to-date data.

The requirements of this section are in addition to other audit, inspection, and record-keeping provisions specified elsewhere in the Contract documents.

### **GC 9.10 Confidential Information**

Access to government records is governed by the Government Records Access Management Act (GRAMA), pursuant to UCA 63G-2-309, as amended. Except as otherwise required by the GRAMA, pursuant to UCA 63G-2-309, as amended, PCMC will exempt from disclosure proprietary information, trade secrets, and confidential commercial and financial information submitted or disclosed during the Contract period. Any such proprietary information, trade secrets, or confidential commercial and financial information that a Contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such.

Upon a request for records from a third party regarding the Contract, PCMC will notify the Contractor in writing. The Contractor must respond within twenty (20) days with the identification of any and all “proprietary, trade secret, or confidential commercial or financial” information, and the Contractor shall indemnify PCMC’s defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

PCMC shall employ sound business practices no less diligent than those used for PCMC’s own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data, and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets, or proprietary information as defined in or pursuant to the GRAMA, pursuant to UCA 63G-2-309, as amended, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets, or proprietary information, with such determinations to be made by PCMC at its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the “Discloser”) to make confidential information available to the other party (the “Recipient”). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser.

This Confidentiality section shall survive the termination or expiration of the Contract.

### **GC 9.11 Conflicts of Interest, Restrictions on Lobbying**

See CER 7.4 Non-Collusion Affidavit and CER 7.5 Lobbying Certification for Contractor’s requirements pursuant to this RFP.

## **GC 9.12 General Nondiscrimination Clause**

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, State, or local laws.

## **GC 9.13 Amendment and Waiver**

### **GC 9.13.1. Amendment**

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both PCMC and Contractor, and specifically referencing this Contract.

### **GC 9.13.2. Waiver**

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term, or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## **GC 9.14 Remedies Not Exclusive**

The rights and remedies of PCMC provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

## **GC 9.15 Counterparts**

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

## **GC 9.16 Severability**

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, then such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

## **GC 9.17 Third-Party Beneficiaries**

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract, or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

## **GC 9.18 Assignment of Contract**

Neither party will assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party.

### **GC 9.19 Independent Parties**

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary, or trustee of PCMC.

### **GC 9.20 Survival**

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and PCMC may obtain any remedy under law, Contract, or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty, and final payment periods:

1. "Intellectual Property Warranty"
2. "Data Rights"
3. "Indemnification"
4. "Governing Law and Choice of Forum"
5. "Disputes"
6. "Confidential Information"
7. "Access to Records"
8. "Training"
9. "Warranty"

## **SECTION 4: SPECIAL PROVISIONS**

### **SP 1. Certification**

The manufacturer of the required GPS priority control system will certify that all component products are designed, manufactured, and tested as a system of matched components and will meet or exceed the requirements of this specification.

#### **SP 1.1 Configuration and Performance Approval**

In order to assess the Contractor's compliance with the Technical Specifications, PCMC and the Contractor shall, at the Pre-Production Meeting, jointly develop a configuration and performance review document for review. This document shall include appropriate performance standards for each test that is being required, and the document shall become part of the official record of the Pre-Production Meeting.

### **SP 2. Payment**

PCMC shall pay and the Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including, but not limited to, all labor, equipment and material required; overhead; expenses; storage and shipping; risks and obligations; taxes (as applicable); fees and profit; and any unforeseen costs.

#### **SP 2.1 Payment Terms**

PCMC will make payment in full for the complete system and major spare parts or components, less any retainage withheld per contract, within thirty (30) days after PCMC has accepted each system or component; and after PCMC has received all invoices, bills of sale, certificates of origin and such other documents that may be required or the receipt of appropriate invoices for each major spare parts components or packages. Progress payments will not be considered. The Contractor shall direct invoices to PCMC's Transit Manager, P. O. Box 1480, Park City, Utah 84060. Each invoice shall include:

- Contract number
- Model and serial number of vehicle or component invoiced, including spare parts and special equipment packages.
- Year of manufacture
- Unit price invoiced including change orders

Once a Contract has been awarded, a purchase order will be written against the Contract for the products described herein. The purchase order will be used primarily for receiving purposes. The terms and conditions of the Contract shall apply to the above mentioned purchase order.

#### **Option 1: Payment upon Delivery**

All payments shall be made as provided herein, less any additional amount withheld as provided below and less any amounts for liquidated damages in accordance with "Liquidated Damages for Late Delivery."

PCMC shall make payments for systems and components at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of the complete system and receipt of a proper invoice.

PCMC shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

PCMC shall make a final payment for all withholding within thirty (30) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
2. Contractor provision of any certifications as required by law and/or regulations.

## **SP 2.2 Performance Guarantee**

### **SP 2.2.1 Bid Bond**

A bid guarantee is required from each bidder equivalent to five percent (5%) of the bid price of the complete signal priority system. The “bid guarantee” shall consist of a firm commitment such as a bid bond certified check, or other negotiable instrument accompanying the bid as assurance the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within ninety (90) days of the proposal due date.

### **SP 2.2.2 Performance Bond**

Within fifteen (15) days after contract award, Contractor shall deliver to PCMC a performance bond in an amount equal to 100 percent (100%) of the contract price, excluding any options, and issued by a corporate surety authorized to do business in Utah.

### **SP 2.2.3 Payment Bond**

Within fifteen (15) days after contract award, Contractor shall deliver to PCMC a payment bond in an amount equal to 50 percent (50%) of the contract price, excluding any options, and issued by a corporate surety authorized to do business in Utah.

## **SP 2.3 Payment of Taxes**

Unless otherwise provided in this Contract, the Contractor shall pay all federal, State and local taxes, and duties applicable to and assessable against any Work, goods, services, processes, and operations incidental to or involved in the Contract, including, but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date. The Contractor will maintain auditable records, subject to PCMC reviews, confirming that tax payments are current at all times.

## **SP 3. Liquidated Damages for Late Delivery**

PCMC may, in its sole discretion, levy Liquidated Damages in the event of delivery and installation of the complete system past the agreed upon delivery schedule. It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the system within the time specified, except for any excusable delays as provided in “Excusable Delays/Force Majeure” or any extension thereof, PCMC will be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due to PCMC shall be fixed at One Hundred Dollars (\$100.00) per business day.

The Contractor hereby agrees to pay the aforementioned amounts as fixed, agreed, and liquidated damages, and not by way of penalty, to PCMC and further authorizes PCMC to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the money due the Contractor is insufficient or no money is due the Contractor, then the Contractor shall pay PCMC the difference or the entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the Transit Manager.

The payment of aforesaid fixed, agreed, and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special, or consequential losses or damages of any kind whatsoever that may be suffered by PCMC arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

### **SP 3.1 Early Delivery**

If, following the execution of the Contract and the establishment of a delivery schedule, Contractor determines that the system may be produced and delivered ahead of the established schedule, PCMC, at its option, may negotiate an accelerated delivery schedule.

## **SP 4. Service and Parts**

### **SP 4.1 Contractor Service and Parts Support**

The Contractor shall state on the form Contractor Service and Parts Support Data the representatives responsible for assisting PCMC, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the systems to be supplied. The Contractor also shall state below, or by separate attachment, its policy on transportation charges for parts other than those covered by warranty.

### **SP 4.2 PCMC-Furnished Property**

In the event that equipment or other goods or materials are specified in the Technical Specifications to be furnished by PCMC to the Contractor for incorporation in the Work, the following provisions shall apply:

PCMC shall furnish the equipment, goods or materials in a timely manner so as not to delay Contract delivery or performance dates. If PCMC-furnished property is received in a condition not suitable for the intended use, then the Contractor shall promptly notify PCMC, detailing the facts, and at PCMC's expense repair, modify, return, or take such other action as directed by PCMC. The parties may conduct a joint inspection of the property before the Contractor takes possession to document its condition.

PCMC retains title to all PCMC-furnished property. Upon receipt of the PCMC-furnished property, the Contractor assumes the charge and care of the property and bears the risk of loss or damage due to action of the elements or from any other cause. The Contractor shall provide appropriate protection for all such property during the progress of the Work. Should any PCMC-furnished equipment or materials be damaged, such property shall be repaired or replaced at the Contractor's expense to the satisfaction of PCMC. No extension of time will be allowed for repair or replacement of such damaged items. Should the Contractor not repair or replace such damaged items, PCMC shall have the right to take corrective measures itself and deduct the cost from any sums owed to the Contractor.

Warranty administration and enforcement for PCMC-furnished equipment are the responsibility of PCMC, unless the parties agree to transfer warranty responsibility to the Contractor.

## SP 5. Insurance

The contractor shall maintain in effect during the term of the Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance.

The Service Provider shall provide a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence.

D. Workers Compensation insurance limits written as follows:

Bodily Injury by Accident \$500,000 each accident;

Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit.

E. The City shall be named as an additional insured on the insurance policies, with respect to work performed by or on behalf of the Contractor and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

F. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## SP 6. Sustainability

PCMC recognizes that being sustainable (environmentally, economically, and socially responsible) involves everyone, both internal and external to PCMC. PCMC encourages Contractors to have their own sustainability policies and programs in place and to provide services in line with the principals established therein. Implementation of sustainable practices may include maximizing the use of environmentally and socially responsible materials and services, utilizing energy efficient and non-polluting vehicles, equipment and processes, and ensuring employee awareness of sustainability initiatives.

## SP 7. Use of Brand Names

Unless otherwise provided in this solicitation, the name of a certain brand, make, or manufacturer does not restrict proposers to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article/product desired. PCMC reserves the right, in its sole discretion,

to determine any product to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended. PCMC reserves the right to reject any submitted proposal deviation. The proposer is responsible to clearly and specifically identify the product being offered as a submitted proposal deviation, and to provide sufficient descriptive literature, supportive transit revenue experience, catalog cuts, and technical detail and supported documentation in order to justify the proposed deviation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate supportive data for evaluation purposes may result in declaring a proposal nonresponsive.

## **SP 8. Coordination With Utah Department of Transportation**

Contractor shall coordinate and gain approval for any modifications to signal control property that are owned and operated by the Utah Department of Transportation (UDOT).

When conducting contract Work that affects any traffic signal or intersection, Proposer shall contact the following divisions a minimum of 24-hours in advance before such work:

Park City Police Department – (435) 615-5500

Summit County Sheriff's Office – (435) 336-3500

Utah Highway Patrol – (435) 615-3600

## **SP 9. Highway Work Zones and Signs, Signals, and Barricades**

When conducting contract Work that affects the normal flow of traffic or any matter that modifies current traffic components, Contractor shall act within the standards of the Utah Manual on Uniform Traffic Control Devices (UMUTCD).

## **SECTION 5: FEDERAL REQUIREMENTS**

### **FR 1. Buy America**

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide 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. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent (60%) domestic content.

A Bidder or Proposer must submit to PCMC the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification (Section 9: Forms and Certifications CER 7.1) are subject to the provisions of 49 CFR 661.13 and may be rejected as nonresponsive.

### **FR 2. Suspension and Debarment**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

By signing and submitting its bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Park City Municipal Corporation. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Park City Municipal Corporation, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this Proposal is valid and throughout the period of any Contract that may arise from this Proposal. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Proposals that are not accompanied by a properly signed and executed Debarment and Suspension Certificate for Prospective Contractor and/or a Debarment and Suspension Certification (Lower Tier Transaction) certification, located in Section 9: Forms and Certifications CER 7.2 and 7.3 are subject to rejection as nonresponsive.

### **FR 3. Non-Collusion Affidavit**

Contractor understands and acknowledges that the following representations are material and important, and will be relied on by Park City Municipal Corporation in awarding the contract(s) for which this bid is submitted. Contractor understands that any misstatement in this affidavit is and shall be treated as

fraudulent concealment from Park City Municipal Corporation of the true facts relating to the submission of bids for this Contract. Proposers are required to submit as part of their proposal a duly signed and executed certification of compliance. Failure to provide the certification found in Section 9: Forms and Certifications CER 7.4 will result in a proposal being declared unresponsive.

Contractor agrees and hereby states that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder, except as disclosed on the attached appendix.
2. That neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening/closing.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other form of competitive bid.
5. Its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted of or found liable for any act prohibited by State or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

Proposals that are not accompanied by a properly signed and executed Non-Collusion Affidavit, located in Section 9: Forms and Certifications CER 7.4 are subject to rejection as nonresponsive.

#### **FR 4. Compliance with Federal Lobbying Policy**

Contractors who apply or bid for an award of One Hundred Thousand Dollars (\$100,000) 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, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Proposals that are not accompanied by a properly signed and executed Certification of Restrictions on Lobbying, located in Section 9: Forms and Certifications CER 7.5 are subject to rejection as nonresponsive.

## **FR 5. Disadvantaged Business Enterprise (DBE)**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Contract performance.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted 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 Park City 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)).

See Section 2: Instructions To Proposers IP 7 for further guidance on DBE requirements. Proposals that are not accompanied by a properly signed and executed DBE Approval certification, located in Section 9: Forms and Certifications CER 7.6 are subject to rejection as nonresponsive.

## **FR 6. Cargo Preference**

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials, or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform Park City Municipal Corporation, so that additional requirements and clauses may be attached to this Contract.

The Contractor agrees to the following:

1. To use privately owned U.S.-flag commercial vessels to ship at least fifty percent (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 U.S.-flag commercial vessels;
2. To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor’s bill-of-lading.)
3. To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

Proposals that are not accompanied by a properly signed and executed Cargo Preference certification, located in Section 9: Forms and Certifications CER 7.7 are subject to rejection as nonresponsive.

## FR 7. Fly America

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

Proposals that are not accompanied by a properly signed and executed Fly America certification, located in Section 9: Forms and Certifications CER 7.8 are subject to rejection as nonresponsive.

## FR 8. Dispute Resolution

### Dispute Clauses for FTA assisted contracts

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by Park City Municipal Corporation’s Public Works Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Public Works Director. In connection with any 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 Public Works Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by PCMC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should 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 its employees, agents, or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten (10) days after the first observance of such injury of damage.

**Remedies** - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Park City Municipal Corporation and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

**Rights and Remedies** - The 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 Park City Municipal Corporation 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.

See Section 3 – General Conditions GC 9.20 for a list of sections that shall survive the nominal expiration or discharge of other Contract obligations, and PCMC may obtain any remedy under law, Contract or

equity to enforce the obligations of the Contractor that survive the manufacturing, warranty, and final payment periods. See Section 3 – General Conditions GC 9.8 for further guidance regarding disputes.

Proposals that are not accompanied by a properly signed and executed Dispute Resolution certification, located in Section 9: Forms and Certifications CER 7.9 are subject to rejection as nonresponsive.

## **FR 9. Conformance with National ITS Architecture & Seismic Safety**

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307© and, comply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 Fed. Reg. 1455 et. seq., January 8, 2001, and the subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Proposals that are not accompanied by a properly signed and executed Conformance with National ITS Architecture certification, located in Section 9: Forms and Certifications CER 7.10, are subject to rejection as nonresponsive.

### **FR 11.1 Seismic Safety**

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

Proposals that are not accompanied by a properly signed and executed Seismic Safety certification, located in Section 9: Forms and Certifications CER 7.10, are subject to rejection as nonresponsive.

## **FR 10. Additional Federal Contract Clauses**

Proposals that are not accompanied by a properly signed and executed Additional Federal Contract Clauses certification, located in Section 9: Forms and Certifications CER 7.11, are subject to rejection as nonresponsive.

### **FR 10.1 Federal Funding, Incorporation of FTA Terms and Federal Changes**

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or its successors 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 PCMC requests that would cause PCMC to be in violation of the FTA terms and conditions.

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

## FR 10.2 Federal Energy Conservation Requirements

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

## FR 10.3 Clean Water Requirements

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Contractor agrees to report each violation to PCMC and understands and agrees that PCMC will, in turn, report each violation as required to ensure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding One Hundred Thousand Dollars (\$100,000) financed in whole or in part with federal assistance provided by FTA.

## FR 10.4 Clean Air Requirements

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor agrees to report each violation to PCMC and understands and agrees that PCMC will, in turn, report each violation as required to ensure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding One Hundred Thousand Dollars (\$100,000) financed in whole or in part with federal assistance provided by FTA.

## FR 10.5 Access to Records

The Contractor agrees to 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 PCMC, the FTA Administrator, the Comptroller General or any of their duly authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The following access to records requirements apply to this Contract:

Government Records Access Management Act (GRAMA), pursuant to UCA 63G-2-309, as amended.

## Local Governments

In accordance with 49 CFR 18.36(i), the Contractor agrees to provide PCMC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

## State Governments

In accordance with 49 CFR 633.17, the Contractor agrees to provide PCMC, the FTA Administrator, or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at One Hundred Thousand Dollars (\$100,000).

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

## FR 10.6 No Government Obligation to Third Parties

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

## FR 10.7 Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or it causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA 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 the Contractor, to the extent the federal government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

## FR 10.8 Civil Rights Requirements

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC

§ 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
  - (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 USC § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (c) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## FR 10.9 Contract Work Hours and Safety Standards Act

1. **Overtime requirements:** No Contractor or Subcontractor contracting for any part of the Contract Work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be

computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

3. **Withholding for unpaid wages and liquidated damages:** Park City Municipal Corporation shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such contract or any other federal contract with the same Prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
4. **Subcontracts:** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractors to include these clauses in any lower-tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

### **FR 10.10 Recovered Materials**

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

### **FR 10.11 Access Requirements for Persons with Disabilities (ADA)**

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board/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;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

5. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
6. U.S. GSA regulations, “Accommodations for the Physically Handicapped” 41 C.F.R. Subpart 101-19; U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
7. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;
8. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609;
9. And any implementing requirements FTA may issue.

## SECTION 6: TECHNICAL SPECIFICATIONS

### TS 1. Scope

The required priority control system will employ data-encoded radio communication to identify the presence of designated priority vehicles. A record of system users by agency identification number, vehicle classification, and vehicle identification number will be created. In priority vehicle mode, the data-encoded communication will request the traffic signal controller to advance to and/or hold a desired traffic signal display selected from phases normally available.

The priority control system will consist of a matched system of vehicle equipment, intersection equipment, and a Central Management Software (CMS). The vehicle equipment includes a radio, processor board, GPS receiver, and a vehicle control unit contained in one unit, a GPS antenna and a radio antenna contained in one module, cable, and system software. The intersection equipment includes a radio, radio antenna, GPS receiver, and GPS antenna contained in one module, cable, phase selectors and system software. The system shall be intersection-centric, where configuration of [most] system operation parameters shall be completed on the intersection equipment and not require interaction with the vehicle equipment. In this fashion, central system control can be achieved from the Traffic Management Center (TMC) using the CMS over Ethernet-based communications, thus minimizing operational complexity and ongoing costs when working on a multi-agency environment. The system shall be able to continue operating even if partial or total loss of communications to the intersection occurs. The system shall be independent from both traffic controller and traffic control system software (e.g., ATMS, etc.)

The GPS receiver on the vehicle will obtain vehicle location, heading, and speed from the U.S. Department of Defense (DoD) operated satellites. The vehicle equipment will also monitor the vehicle's turn signal status. A 2.4 GHz spread spectrum/frequency hopping radio in the vehicle equipment will transmit this data to nearby intersections, when it is within radio communication range of an intersection. The data is received by a similar radio located at the intersection. The vehicle radio will communicate to intersection radios at distances up to at least 2,500 feet (762 m) with no obstructions. The intersection radios will communicate to vehicles and other intersection radios at distances of at least 2,500 feet (762 m) with no obstructions. The phase selector will process the vehicle information to ensure that the vehicle is (1) in a predefined approach corridor, (2) heading toward the intersection, (3) requesting priority, and (4) within user-settable range. If these conditions are met, the phase selector will generate a priority control request to the traffic controller for the approaching priority vehicle. If the approaching vehicle has an active turn signal, the approach intersection will relay the priority request to the next nearest in-range intersection in the direction of the approaching vehicle's turn signal. Optionally, the output of the phase selector may be set to vary depending on the state of the approaching vehicle's turn signal.

The system will require no action from the vehicle operator other than to turn on the vehicle equipment. A remote activation line will be provided so that activation may happen at the same time as the driver activates other equipment such as a lightbar. The system will operate on a first-come, first-served basis. High priority requests will override low priority requests. The system will interface with most traffic signal controllers and will not compromise normal operation or existing safety provisions.

### TS 2. Referenced Publications

The documents or portions thereof referenced within this specification shall be considered part of the requirements of the specification. It is PCMC's intent that the edition indicated for each referenced document is the current edition, as of the date of the issuance of this specification. If a more current

edition becomes available, it shall take precedence wherever legally required, or as is most practical and/or useful to PCMC.

### **TS 3. Legal Requirements**

The Contractor shall comply with all applicable federal, State, and local regulations. These shall include, but not be limited to, ADA as well as State and local accessibility, safety, and security requirements. Local regulations are defined as those below the State level.

In the event of any conflict between the requirements of these specifications and any applicable legal requirement, the legal requirement shall prevail. Technical requirements that exceed the legal requirements are not considered to conflict.

### **TS 4. Proposal Deviations**

Any request for a change to any requirement of the Contract documents (IP 9.) must be fully supported with technical data, test results, or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the RFP, without a substantial increase in cost or time requirements.

Unless otherwise specified, named products are offered for illustrative purposes only and as a means to better explain the accompanying salient physical, functional quality and performance characteristics. Proposers are required to provide full descriptions, including manufacturer, make, or model, and other descriptive data or literature for each specified component, regardless of whether the component was included in PCMC's illustrative listings.

All requests for submitted deviations shall be fully supported with technical data, test results, transit revenue experience, or other pertinent information which confirms that the item and/or system being offered meets PCMC's minimum requirements. PCMC will, as time and circumstance permit, review such requests in the order received and announce its determination to all known interested parties. In no case shall PCMC delay the bid process to conduct these considerations. Areas of these specifications left silent must conform to the most current federal, State, and local regulations for the system being proposed. The nature and extent of submitted proposal deviations may negatively impact the favorability of a proposal.

All responses to Request for Proposal Deviation shall be provided to all Proposers. Any response that is not confirmed by a written addendum shall not be official or binding on PCMC.

### **TS 5. Overall Requirements**

The Contractor shall ensure that the application and installation of major subcomponents and systems are compliant with all such subcomponent vendors' requirements and recommendations. Contractor and PCMC shall identify subcomponent vendors that shall submit installation/application approval documents. Components used in the system shall be of heavy-duty design due to the prevailing extreme weather conditions in PCMC's service area and proven in transit service.

#### **TS 5.1 Maintenance and Support**

Proposers shall include within submitted proposals a service and support plan to perform routine maintenance, inspection, troubleshooting, and repairs for a period of three (3) years from the date of contract award, with the option to renew or extend the service agreement upon expiration for an additional three (3) years.

## **TS 5.2 Backwards Compatibility**

Unless otherwise agreed, all units and components procured for each production run under this Contract will be duplicates in design, manufacture, installation, etc., as required.

However, since this solicitation includes an option for additional units, such optional units may include regulated or legislated changes or product improvement initiated by the vendor without obligation to retrofit previous builds. Vendor must advise PCMC with regard to any significant variation of design or cost between system in the basic award and those exercised as part of an option. In any case, additional units or systems shall be compatible and functional with all previous design versions.

PCMC shall review proposed product changes on a case-by-case basis and shall have the right to require extended warranties to ensure that product changes perform at least as well as the originally supplied products.

## **TS 5.3 Training**

Contractor shall provide basic system training at PCMC's property. This training is to be conducted with PCMC's supervisory, Information Technology, and training staff to cover the operation of the entire system, including all features and functions, proper inspection, and general operation procedures.

The Contractor shall have at least one qualified instructor who shall be available for training at PCMC's property between the hours of 7:00 a.m. and 4:00 p.m. Instructor(s) shall conduct training and advise the personnel of PCMC on the proper operation of the equipment. The Contractor also shall provide visual and other teaching aids (such as manuals, slide presentations, and literature) for use by PCMC's own training staff, which will become the property of PCMC.

This training is required for the initial order of the system and must be included in the base system cost. Subsequent training sessions for following orders may be necessary, as determined by PCMC, and the cost and schedule for training shall be negotiated in accordance with the schedule outlined above.

### **TS 5.3.1 Training Materials / Deliverables**

The contractor shall deliver two (2) complete sets of training materials that are camera-ready such that further copies can be made with no noticeable decrease in copy quality, and four (4) copies of all written materials, drawings, pictures, manuals for components or systems, etc., in digital format stored on CD or USB jump drive.

### **TS 5.3.2 Technical/Service Representatives**

The Contractor shall, at its own expense, have one or more competent technical service representatives available on request to assist PCMC in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period. This does not relieve the Contractor of responsibilities under the provisions of "Section 7: Warranty Requirements."

## **TS 5.4 Operating Environment**

Park City, Utah is situated in a mountainous environment with temperatures below 0 °F, and extreme winter conditions (such as cold, moisture, snow, rain, ice, etc.) at altitudes exceeding 7000 ft. above sea level. Proposed systems should be designed to operate nominally in said environment with no degradation of performance.

## **TS 6. Matched System Components**

The required priority control system will be comprised of seven (7) basic matched components: vehicle radio/GPS control module, vehicle radio/GPS antenna, intersection radio/GPS module, radio/GPS cable, phase selector, and system software. The intersection radio/GPS module will have two (2) versions; one (1) containing the radio and GPS antennas. Another version will house the radio/GPS antenna in a separate package. In addition, a card rack, and an interface panel with additional outputs will be available if required. To ensure system integrity, operation, and compatibility, all components will be from the same manufacturer. The system will offer compatibility with most signal controllers, e.g., NEMA (National Electrical Manufacturers Association), CA/NY type 170, & 2070. The system can be interfaced with most globally available controllers using the controller's preemption inputs. An RS-232 interface shall also be available.

### **TS 6.1 Vehicle Radio/GPS Control Unit**

Radio/GPS Antenna with factory terminated SMA connectors, and vehicle radio/GPS control unit. The radio/GPS control module will obtain the vehicle position, speed, and heading information and transmit this information only when within range of a GPS intersection. The vehicle radio/GPS control unit will provide the interface to the vehicle in order to monitor the vehicle's turn signal status, provide activation, and disable inputs, as well as regulate the vehicle power provided to the radio/GPS control unit.

### **TS 6.2 Intersection Radio/GPS Module**

The intersection radio/GPS module will transmit a beacon every second and receive the data transmitted by the vehicle equipment and relay this information to the phase selector as well as other system-equipped intersections. It will also obtain position information from the GPS satellites.

### **TS 6.3 Radio/GPS Cable**

The radio/GPS cable will carry the data received from the intersection radio/GPS unit to the phase selector. It will also carry the power for the radio and GPS components provided by the phase selector. The cable used to connect the radio/GPS unit to the phase selector shall be a shielded 10 conductor data cable; the use of coax cable is not permitted.

### **TS 6.4 Phase Selector**

The phase selector will process the data in order to validate that all parameters required for granting a priority request are met. It will be located within the controller cabinet at the intersection. It will request the controller to provide priority to a valid priority vehicle by connecting its outputs to the traffic controller's preemption inputs.

### **TS 6.5 System Software**

The system software will operate Windows™ 7. It supports system configuration and gathering of operational information.

### **TS 6.6 Card Rack**

The card rack will provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack. The card rack will provide the +24 VDC required to operate the phase selector. Another version of the card rack will provide 120 VAC to operate the phase selector.

## **TS 6.7 Auxiliary Interface Panel/Harness**

The auxiliary panel will provide additional preemption outputs if needed. It will also provide a connection point for the phase selector to monitor the status of the intersection's green lights (green sense). Additional communication ports may also be accessed via this panel.

## **TS 6.8 Base Station**

The Base station module is used at fire stations that are located very close to intersections. When the base station is activated all nearby equipped intersections, or only those intersections in the planned direction of travel, will immediately begin requesting preemption from the traffic controller. Base station will wirelessly communicate to intersections near the station that can be activated from the base station controller and/or passing vehicles that are equipped with Opticom GPS vehicle equipment.

## **TS 7. System Component Specifications**

### **TS 7.1 Vehicle Radio/GPS Control Module, Radio/GPS Antenna**

1. A GPS receiver and antenna will obtain the vehicle position, speed, and heading from the GPS satellite system operated by the DoD. The time information from the GPS satellites will also be used to synchronize the frequency hopping of the 2.4 GHz radio.
2. Operating in the reserved ISM communications band, and requiring no license, a 2.4 GHz spread spectrum/frequency hopping radio will provide the communications from the vehicle to the intersection when within range of a GPS intersection. The radio shall have a transmit power of not more than 1 watt. The radio shall have an unobstructed range of at least 2,500 feet (762 m). The radio will meet FCC Part 15 and Canada ICES-003 rules. Radio link association and coordination among intersections and vehicles shall be automatic.
3. The radio/GPS Control Unit will monitor the status of the vehicle's turn signals via an interface cable and the left and right turn signal lines in the vehicle. The vehicle control unit will also monitor the disable input line as well as the remote activation input.
4. The Vehicle Control Unit will have dimensions of no greater than 5.5 inches (14.0cm) wide by 1.75 inches (4.4 cm) high by 7.35 inches (18.4 cm) deep.
5. The radio/GPS antenna will be a hemispherical dome with a height of 1.43" (3.6 cm) a diameter of 2.85" (7.2 cm) with a pair of 15' (4.6m) coax cables with factory terminated SMA connectors. One of these connectors will have a pin and the other will have a socket. This antenna will include one element for receiving the GPS signal and one element for transmitting and receiving the radio signal. This antenna (along with the radio/GPS module described in paragraph 5 above) may also be used in the intersection.
6. The vehicle equipment will be supplied complete with a 25-foot (7.6m) (or longer) vehicle interface cable.
7. The vehicle will transmit the following information when within range of an equipped intersection:

- a. The priority level of the vehicle equipment. This will be either high priority or low priority. The priority level will be factory set. The high priority model will have the option to be wired to operate as low priority either permanently or temporarily.
  - b. The agency ID, vehicle classification ID, and vehicle ID of the vehicle. Setting these ID numbers will be accomplished through programming software. Each vehicle control unit will be capable of setting 254 different agency IDs and 15 different vehicle type classifications with 9,999 different identification numbers per class for a total of 38,096,190 codes per priority level.
  - c. The location, speed, and heading of the vehicle.
  - d. The status of the vehicle's turn signals.
  - e. The radio channel as assigned by the intersection and the serial number of the vehicle control unit.
  - f. An Ethernet port and a USB port shall be available on the radio/GPS control unit. The radio/GPS control unit shall also include multi-purpose communication ports compliant with the RS-232 communication standard. These ports enable unit configuration to be set into the radio/GPS control unit and read from radio/GPS control unit. It also allows real-time communication between the radio/GPS control unit and the interface computer as well as interfacing with other devices. One of the ports may be configured to output GPS data at 38400 baud rate in the NMEA format. It will output the following messages:
    - i. GGA Global Positioning System Fix Data
    - ii. GSA GPS DOP and active satellites
    - iii. GSV Satellites in view
    - iv. RMC Recommended Minimum Navigation Information
  - g. The GPS data shall be available while the equipment is shut off.
8. The vehicle control unit will be equipped with an ON/OFF switch to activate the system and request priority. The switch will be depressed to activate the system. In addition, a remote activation line is provided to interface with other vehicle equipment. This line may have the following signals applied to request priority.
9. The vehicle control unit will also have a series of indicator lights that will operate as follows:
- a. A status indicator as well as an indicator light in the switch will indicate that the equipment is powered on.
  - b. A GPS indicator will indicate the status of GPS reception. An amber indication means that GPS has not been acquired and that the radio is not "on the air." A green indication means that GPS has been acquired.

- c. A priority indicator will indicate the priority level currently being broadcast. A green indication means high priority. An amber indication means low priority. If the indicator is off, probe priority is being broadcast
  - d. A disable indicator will indicate if the vehicle equipment is in a disable mode. The disable indicator will flash amber and the indicator in the power switch will flash green at a rate of 2 Hz.
  - e. A link indicator illuminates green if other radios are within range.
  - f. These indicators shall be configurable via software to change their brightness based on ambient light levels. There shall be separate settings for daytime and nighttime.
10. The radio/GPS control unit will be equipped with a disable input that, when activated, will cause the radio to transmit that the vehicle is in disable mode, thereby eliminating the possibility of the priority request continuing after the priority vehicle has arrived at its destination. The disable input will be programmable to operate in either a latching or non-latching mode. The disable input will be programmed so that the input may be activated by applying ground or by applying +10-36 VDC. Operation of the disable input will be programmable using software.
11. The turn signal inputs shall be configurable to accept the following types of inputs:
- a. A flashing input
  - b. A steady ground input
  - c. A Steady+10-36 VDC input
12. Separate inputs shall be available to temporarily force the radio/GPS control unit to broadcast that it is in low priority and in probe priority. These inputs shall be configurable to accept a ground input or a +10-36 VDC input.
13. The vehicle equipment will operate over a temperature range of  $-30^{\circ}\text{F}$  ( $-34^{\circ}\text{C}$ ) to  $165^{\circ}\text{F}$  ( $+74^{\circ}\text{C}$ ).
14. The vehicle equipment will operate over a relative humidity range of 5% to 95%.
15. Windows™ based software will be available for programming the vehicle control unit through its RS-232 compatible multi-purpose port or USB port.
16. The communication protocol will be made available upon request for creating software to implement real-time communication via J-1708 to other onboard devices such as Automatic Vehicle Location (AVL) equipment. This interface may be used to initiate preemption and transit signal priority requests. In addition, the AVL equipment will be able to perform the following actions on the vehicle equipment:
- a. Temporarily change priority level

- b. Change Agency, Class, and Vehicle ID
- c. Activate and deactivate disable mode
- d. Set turn signal status
- e. Set transit route ID

17. The Vehicle unit will be able to provide the following to the AVL equipment:

- a. GPS RMC message data
- b. Door status
- c. Date and time
- d. Make and Model
- e. Discrete input status

18. A third party radio may be connected to the vehicle equipment through the Ethernet port. This radio may then be used to allow the vehicle equipment to communicate over the user's short range radio network with the central management software while in the vicinity of the user's garage facility. When in range this connection will permit logs to be downloaded and firmware may be updated.

19. The low priority version of the vehicle unit will be able to receive passenger count data and minutes late data from compatible AVL and passenger counter. It shall use this information to calculate and transmit a conditional priority level which will be used by the phase selector to calculate a conditional priority for approaching low priority vehicles.

- a. Conditional priority may be calculated according to one of the following methods:
  - i. Minutes Late Only
  - ii. Passenger Count Only
  - iii. Highest value of minutes late or passenger count
  - iv. Addition of minutes late and passenger count
- b. The minutes late threshold may be 0-254 minutes for each of 15 priority levels.
- c. The passenger count threshold may be 0-254 passengers for each of 15 priority levels.

20. The vehicle unit will have the capability of storing up to 10,000 of the most recent priority control calls. When the log is full, the vehicle unit will drop the oldest entry to accommodate the new entry. The vehicle unit will store the record in non-volatile memory

and will retain the record if power terminates. Each record entry will include the following points of information about the priority call:

- a. Agency: Indicates the operating agency of the vehicle.
- b. Classification: Indicates the class type of vehicle.
- c. Identification number: Indicates the unique ID number of the vehicle.
- d. Priority level: Indicates the vehicle's priority level (High or Low priority).
- e. Approach Direction: Channel A, B, C, or D; indicates the vehicle's direction of travel.
- f. Call duration: Indicates the total time in seconds the priority status is active.
- g. Minutes late (if received from compatible AVL)
- h. Passenger Count (if received from compatible AVL or passenger counter)
- i. Conditional Priority (if received from compatible AVL or passenger counter)
- j. Time and date call started and ended: Indicates the time a priority call started and ended, provided in seconds, minutes, hours, day, month, and year.
- k. Turn signal status: Indicates the status of the turn signal at the beginning of the hold time.
- l. Intersection: Indicates the name being transmitted by the intersection equipment that received the request.
- m. Intersection ID: Indicates the ID being transmitted by the intersection equipment that received the request.
- n. Speed of vehicle: Entry speed, exit speed, and average speed through call.
- o. Disabled Status: Indicates if the vehicle was disabled.
- p. Preemption Confirmed: Indicates if the preemption was confirmed by the intersection.
- q. No Preempt Status: The reason the preemption did not occur.

## TS 7.2 Intersection Radio/GPS Module

1. A GPS receiver and antenna will obtain the intersection position from the GPS satellite system operated by the DoD. The time information from the GPS satellites will be used to synchronize the frequency hopping of the 2.4 GHz radio and to time stamp the activity log. The GPS receiver and the GPS antenna will reside inside the radio/GPS module.
2. A 2.4 GHz spread spectrum/frequency hopping radio will provide the communications from the intersection to the vehicle as well as from intersection to intersection. The radio shall have a maximum transmit power of not more than 1 watt. The radio shall have an unobstructed range of at least 2,500 feet (762 m). The radio will meet FCC Part 15 and Canada ICES-003 rules. The radio and the radio antenna will reside inside the radio/GPS module.
3. The radio/GPS module will be housed in a white, impact resistant polycarbonate housing that will include a water resistant wire entry point. It will contain a water resistant access cover to facilitate cable termination. (See section 6 below).
4. The radio/GPS module will be designed for mounting at or near an intersection on mast arms and span wire poles. Additional hardware may be needed.
5. The radio/GPS module will communicate to the phase selector via a radio/GPS cable up to 250 feet (76 m) in length.
6. As an alternate the radio/GPS unit and radio GPS antenna described in Section TS 7.1, paragraphs five through eight, may be used in the intersection.

## TS 7.3 Radio/GPS Cable

1. The radio/GPS cable will deliver sufficient power from the phase selector to the radio/GPS module and will deliver the necessary quality signal from the radio/GPS module to the phase selector over a non-spliced distance of 250 feet (76 m). Use of coaxial cable is not permitted for this cable.
2. The cable will be of durable construction to satisfy the following installations:
  - a. Direct burial.
  - b. Conduit and mast arm.
  - c. Exposed overhead (supported by messenger wire).
3. The outside diameter of the cable will not exceed 0.4 inches (10.16 mm).
4. The insulation rating of the cable will be 300 volts minimum.
5. The temperature rating of the detector cable will be -40°C (-40°F) to 90°C (194°F).
6. The conductors will be AWG #20 (7x28) stranded and individually tinned. The cable will be shielded and have a drain wire to provide signal integrity and transient protection.
7. The radio/GPS cable wires shall be color coded as follows:

- a. Yellow/Yellow-Black dot for Radio transmit.
  - b. Blue/Blue-White dot for Radio receive.
  - c. Orange/Orange-Green dot for Radio clock.
  - d. Brown/Brown-White dot for GPS power and common.
  - e. Violet/Violet-White dot for Radio power and common.
  - f. Bare for shield drain.
8. When the aluminum enclosure version of the radio/GPS module is used, a radio/GPS cable assembly using the above cable with a 15-pin connector that will mate with the connector on the radio/GPS module will be used.

### **TS 7.4 Phase Selector**

1. The phase selector is designed to be installed in the traffic controller cabinet and is intended for use directly with numerous controllers. These include California/New York Type 170 controllers with compatible software, NEMA controllers, or other controllers along with the system card rack and suitable interface equipment and controller software.
2. The phase selector will be a plug-in, four channel, multiple-priority device intended to be installed directly into a card rack located within the controller cabinet.
3. The phase selector will be powered from 120 VAC or +24 VDC.
4. Programming the phase selector and retrieving the data stored in it will be accomplished using a computer and system interface software. The connection can be direct via the computer's communication (COM) port. The communication ports on the phase selector will be RS-232 ports located on the front and back of the unit. Additional communication ports are available using the Auxiliary Interface Panel. A USB port and Ethernet port shall also be available on the phase selector. The communication protocol will be made available upon request for creating software to implement other communication applications.
5. The phase selector will include the ability to directly sense the green traffic controller signal indications through the use of dedicated sensing circuits and wires connected directly to field wire termination points in the traffic controller cabinet. This connection will be made using either the auxiliary interface panel or the auxiliary harness.
6. The phase selector will have the capability of storing up to 10,000 of the most recent priority control calls. When the log is full, the phase selector will drop the oldest entry to accommodate the new entry. The phase selector will store the record in non-volatile memory and will retain the record if power terminates. Each record entry will include the following points of information about the priority call:
  - a. Agency: Indicates the operating agency of the vehicle.

- b. Classification: Indicates the class type of vehicle.
  - c. Identification number: Indicates the unique ID number of the vehicle.
  - d. Priority level: Indicates the vehicle's priority level (High or Low priority).
  - e. Direction: Channel A, B, C, or D; indicates the vehicle's direction of travel.
  - f. Call duration: Indicates the total time in seconds the priority status is active.
  - g. Final greens at end of call: Indicates which phases are green at the end of the call.
  - h. Duration of the final greens: Indicates the total time final greens were active at the end of call.
  - i. Time and date call started and ended: Indicates the time a priority call started and ended, provided in seconds, minutes, hours, day, month, and year.
  - j. Turn signal status: Indicates the status of the turn signal at the beginning of the hold time.
  - k. Priority output active: Indicates if the phase selector requested priority from the controller for the call.
  - l. No preempt cause: Indicates the condition that prevented the call or caused it to terminate.
  - m. Speed of vehicle: Entry speed, exit speed, and average speed through call.
  - n. Relative priority: Relative priority of vehicle class logged at time of call.
  - o. Directional Priority: Indication of directional priority (if used).
  - p. Conditional Priority: Indication of low priority conditional priority value (if used).
7. The phase selector will include several control timers that will limit or modify the duration of a priority control condition, by channel, and can be programmed from a computer. The control timers will be as follows:
- a. MAX CALL TIME: Will set the maximum time a channel is allowed to be held active by a specific vehicle. It will be settable from 60 to 65,535 seconds in one-second increments. The factory default shall be 360 seconds.
  - b. OFF APPROACH CALL HOLD TIME: Will set the time a call is held on a channel after the vehicle has left the approach. It will be settable from four to 255 seconds in one-second increments. The factory default shall be six seconds.
  - c. LOST SIGNAL CALL HOLD TIME: Will set the time a call is held on a channel after the intersection has lost contact with the vehicle. It will be settable from

one to 255 seconds in one-second increments. The factory default shall be six seconds.

- d. **CALL DELAY TIME:** Sets the amount of time a call must be recognized before the phase selector activates the corresponding output. It shall be settable from zero to 255 seconds in one-second increments. The factory default shall be zero seconds.
8. The phase selector shall have the ability to enable or disable all calls of both priority levels. This shall be settable independently by channel.
  9. A unique intersection name, which will be broadcast, shall be settable for each phase selector.
  10. Up to 25 different radio channels will be available to be assigned to the phase selector.
  11. The phase selector will have the option of operating in a mode that will vary the output based on the status of the approaching vehicle's turn signal. Additional outputs available on an Auxiliary Interface Panel may be needed. Settings will be available for this mode as follows:
    - a. Output mappings for each channel.
    - b. Separate setting for each of the four channels.
    - c. Separate settings for each left turn, right turn, or straight signal status for each of the above four channels.
  12. The phase selector's default values will be re-settable by the operator using the interface software.
  13. The phase selector will be capable of two levels of signal discrimination, as follows:
    - a. Verification of the presence of the signal of either High priority or Low priority.
    - b. Verification that the vehicle is approaching the intersection.
  14. Determination of when the vehicle is within the prescribed range.

The phase selector will include one opto-isolated NPN output per channel that provides the following electrical signal to the appropriate pin on the card edge connector:

    - a. 6.25Hz  $\pm$  0.1Hz 50% on/duty square wave in response to a Low priority call.
    - b. A steady ON in response to a High priority call.
    - c. The phase selector will also have the option of providing separate outputs for High and Low priority calls for controllers that do not recognize a 6.25 Hz pulsed Low priority request.

15. Additional outputs will also be available on the auxiliary interface panel. The phase selector will accommodate two methods for setting range thresholds for High and Low priority signals:
  - a. Based on the approaching vehicle's Estimated Time of Arrival (ETA). This will be settable between 0 and 255 seconds. The factory default will be 30 seconds. The ETA threshold will be independently settable by each of the following parameters: vehicle class, channel, and priority level.
  - b. Based on the approaching vehicle's distance from the intersection. This will be settable between 0 and 5000 feet. The factory default will be 1000 feet. The distance threshold will be independently settable by each of the following parameters: vehicle class, channel, and priority level.
  - c. Input of the range requirements will be done via the communication port and configuration software.
  - d. The phase selector will have the following indicators:
    - i. A STATUS indicator that illuminates steadily to indicate proper operation.
    - ii. A link indicator on the phase selector illuminates green if other radios are within range.
    - iii. A radio indicator that indicates the status of the communication between the phase selector and the radio/GPS unit. The indicator illuminates amber to indicate that there is communication between the phase selector and the radio/GPS unit. The indicator illuminates green to indicate that a GPS signal has been acquired and the 2.4 GHz radio is on the air.
    - iv. LED indicators (one for high priority, one for low priority) for each channel display active calls as steady ON and pulse to indicate pending preemption requests.
16. The phase selector will have a switch to test proper operation of high or low priority for each channel.
17. The phase selector will relay a priority request to the next adjacent intersection based on the intended direction as indicated by the vehicle's turn signal.
18. The phase selector will utilize the time obtained from the GPS satellites to time stamp the activity logs. The user will set the local time zone (offset from GPS time) via the interface software.
19. The interface software will have the capability to set the phase selector to automatically adjust the GPS time offset for changes in daylight savings time.
20. An auxiliary interface panel will be available to facilitate interconnections between the phase selector and traffic cabinet wiring as well as provide additional outputs.

21. The phase selector includes multi-purpose communication ports compliant with the RS-232 communication standard. These ports enable unit configuration to be set into the phase selector unit and read from phase selector. It also allows real-time communication between the phase selector and the interface computer as well as interfacing with other devices. One of the ports may be configured to output GPS data at a user selectable baud rate in the NEMA format. It will output the following messages (depending on the baud rate):
  - a. GGA Global Positioning System Fix Data (2400 baud and higher)
  - b. GSA GPS DOP and active satellites (2400 baud and higher)
  - c. GSV Satellites in view (4800 baud and higher)
  - d. RMC Recommended Minimum Navigation Information (1200 baud and higher)

For traffic controllers that are capable of interpreting GPS data in the NMEA serial format, this GPS data may be used to synchronize the controller's clock using the GPS date and time.

Additionally a discrete output from the phase selector may be used to reset the traffic controller using the clock reset function/input of the controller. This output shall be referenced to the GPS date and time.

This output may be configured as follows:

- a. Enabled or Disabled
  - b. Time of day reset is activated (12:00 A. M. to 6:00 A.M. in 30 minute increments)
  - c. Duration of reset pulse (100-2000 milliseconds)
  - d. Repeat every (days 1-30)
22. The following diagnostic tests are incorporated in the phase selector
    - a. Power up built in test
    - b. Preemption output test call
  23. The phase selector shall be capable of call bridging. Call bridging enables the treatment of two vehicles requesting priority activation to have their calls linked together to hold a call to the controller so that they may traverse the approach together.
  24. The phase selector shall support evacuation mode for low priority calls. Upon activation of this mode from the central management software, low priority vehicle calls shall be recognized by the phase selector as if they were high priority vehicle calls for a temporary period of time as defined by the user. Vehicles transmitting high priority signals shall continue to maintain priority over the evacuation mode priority vehicles.

25. The phase selector shall allow relative priority. Relative priority allows emitter classes to be used as an additional level of prioritization within priority levels (i.e. high and low priority levels have different sets of relative priorities). Relative priority shall support up to 15 unique classes in each priority level (High and Low). Relative priority class level 15 will have the highest weight and 1 the lowest weight in each. If relative priority is enabled, a priority call will be granted to the caller with the higher class level within high and low priority levels. A vehicle with a call granted, shall be able to have its call taken away by a higher level class vehicle. The system shall provide a lockout threshold that once met, shall disallow higher relative priority calls from taking away a call. Call thresholds shall be specified as an ETA in seconds. The default ETA shall be 12 seconds. Threshold values for both types of calls shall be settable via system software. High priority calls will always be served over low priority calls regardless of either's relative class. Preemption for vehicles with the same base priority (high, low) and the same relative priority is done using the default first come, first served mechanism. Relative priority is capable of being enabled or disabled using system software. Relative priority for high and low can be separately enabled or disabled using system software. The default settings for all relative priority (high and low) values will be 15. Relative priority shall be disabled by default for both high and low priority.

### **TS 7.5 Card Rack**

1. The required card rack will provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.
2. The card rack will be factory wired with one connector, located behind the card slot, a power supply inside the card rack, and one connector on the front of the card rack.
3. The card rack connector on the front will provide for connections to the traffic controller.
4. The card rack will contain a 24 VDC power supply to power the phase selector. The power supply will be capable of being powered by 100-240 VAC 50-60 Hz.
5. Additionally, there shall be an optional card rack with a built-in electromechanical relay for use in switching high current loads such as flashers and gate operators. The relay shall be capable of switching the following loads.
  - a. Resistive
    - i. 10 A, 240 VAC
    - ii. 10 A, 30 VDC
  - b. General Use
    - i. 7.5 A, 120 VAC
    - ii. 7.5 A, 240 VAC
    - iii. 7 A, 30 VDC
    - iv. 1/6 hp, 120 VAC

v. 1/3 hp, 240 VAC

## **TS 7.6 On-site Interface Software**

1. Interface software shall be provided to manage the device while on-site at the location of the device.
2. The on-site software shall be provided on CD-ROM or via download from the vendor's website.
3. The on-site software shall be supported on Windows™ XP and Windows™ 7 operating systems.
4. The vendor shall provide minimum hardware configuration information for computer(s) running the on-site software.
5. The on-site software shall provide context-sensitive online help.
6. The on-site software shall allow the user to view and update all programmable configuration parameters of the phase selector.
7. The on-site software shall allow the user to provide intersection name and approach names for each of the four channels and store these as part of the phase selector configuration.
8. The on-site software shall allow the user to view and update valid and blocked vehicle codes for the phase selector.
9. The on-site software shall allow the user to create preemption zones directly on a GIS map. Provided the map data is complete, it shall not be necessary to drive a vehicle to create the preemption zones. In areas where map data is incomplete or incorrect, it shall be possible to record points to be used as a reference to create the preemption zones.
10. The on-site software shall allow the user to save the configuration from the phase selector to a file.
11. The on-site software shall allow the user to restore the configuration for a phase selector from a saved configuration file.
12. The on-site software shall allow the user to print the phase selector configuration.
13. The on-site software shall allow the user to view the activity log from the phase selector.
14. The on-site software shall allow the user to save the activity log to a file.
15. The on-site software shall allow the user to print the activity log.
16. The on-site software shall allow the user to update firmware for all upgradable modules of the equipment.

17. The on-site software shall display current status of all vehicles within radio range of the phase selector, both in table format and displayed on a GIS map. The following details shall be tracked:

- a. The approach channel
- b. Agency ID, vehicle class, and vehicle ID
- c. Priority level
- d. Preempt / priority status
- e. No preempt cause
- f. Turn signal status
- g. Signal strength
- h. Unit ID
- i. Radio channel
- j. ETA, distance, heading, and velocity of vehicles in approach corridor
- k. Source of the call: vehicle or intersection
- l. Green phase monitoring with information on the current greens
- m. Active preemption / priority output

18. The on-site software shall display current status of all other intersections within radio range of the phase selector. The following details shall be tracked:

- a. Name
- b. Radio channel
- c. Signal strength
- d. Number of vehicle tracked
- e. Number of satellites heard
- f. Fix type
- g. Horizontal and position dilution
- h. Unit ID

19. The on-site software shall display current status of visible GPS satellites. The following details shall be tracked:

- a. Intersection latitude and longitude
- b. Fix type
- c. Horizontal and position dilution
- d. Satellite number, elevation, and azimuth

### **TS 7.7 Central Management Software**

The operating range of the coach shall be designed to meet the operating profile as stated in the “Design Operating Profile” section.

1. The central management software shall be provided with installation support services to interface with phase selectors and vehicle units via customer communication architecture.
2. The central management software shall be provided on CD-ROM.
3. The server software shall run on Windows™ Server 2003 or Windows Server 2008. The client software shall run on Windows™ Server 2003, Windows Server 2008, Windows XP, or Windows 7.
4. The vendor shall provide minimum hardware configuration information for computer(s) running the central management software.
5. The central management software shall provide context-sensitive online help.
6. The central management software shall provide the functionality detailed for the on-site software above. This allows the user to configure and monitor individual multimode phase selectors remotely. Configuration settings directly related to intersection wiring shall only be modifiable via the on-site software.
7. The central management software shall track all configuration changes made through the central system, including the user who made the change, the date and time of the change, and the specific configuration information changed.
8. The central management software shall provide for management of the priority system by jurisdiction, intersection, agency, and vehicle.
9. The central management software shall provide asset inventory information of all configured devices, including component serial numbers and firmware versions.
10. The central management software shall provide asset inventory information of all configured vehicles, including component serial numbers.
11. The central management software shall allow the user to directly manage the security of the priority control system. Supported security levels include 1) all vehicles allowed, 2) all vehicles allowed except uncoded vehicles, 3) all vehicles allowed except uncoded and default-coded vehicles, and 4) only those vehicles allowed where mutual aid agreements exist.

12. The central management software shall allow the user to block access to the priority control system by specific vehicle, vehicle code, or agency.
13. The central management software shall allow the user to schedule a job to update security settings in each phase selector, or within a selected jurisdiction or intersection set.
14. The central management software shall allow the user to schedule a job that updates firmware in each device, or within a selected jurisdiction or intersection set.
15. The central management software shall support regular collection of priority call status, equipment health status, and communications status across any/all configured intersections.
16. The central management software shall be highly scalable, so that adding additional devices may be supported with corresponding increases in system processing, memory, and storage capacity.
17. The central management software shall display the current (when last polled) operational status of each phase selector, including whether the phase selector has an equipment health or communications issue, is currently in a priority call, and/or is operating in evacuation mode.
18. The central management software shall display active (in-progress) priority calls and recently logged priority calls, filterable by jurisdiction, agency, vehicle, intersection, and/or priority call attribute.
19. The central management software shall display recent system events, including equipment and communications status, filterable by jurisdiction, intersection, event severity, and/or additional event attributes.
20. The central management software shall provide a configurable alerting interface that may send email/text messages when designated priority calls or system events occur.
21. The central management software shall store all collected log and configuration information in the central database, and augment all log data to include agency, vehicle, and intersection information as configured by the user.
22. The central management software shall provide ad-hoc and scheduled reports for system usage, usage by agency, vehicle and intersection, unauthorized vehicles, unregistered vehicles, and excessive preemption duration.
23. The central management software shall support analysis of all system log data through sorting, filtering, and pivot table analysis of all log fields.
24. The central management software shall allow the user to configure multiple evacuation plans, including the sets of intersections to be placed into evacuation mode, and the time and duration of the evacuation plan.
25. The central management software shall manage the replacement of phase selectors from central by provisioning the specific configuration for the intersection from the central management software database.

26. The central management software shall support user roles such that each user is allowed to perform only those operations essential to their position.
27. The central management software shall provide a mechanism to import configuration and log information from offline intersections (those without communication to the central server) into the management database.
28. The central management software shall be able to connect to the vehicle unit via a third party radio to upload logs from the vehicle unit and download firmware updates to the vehicle unit.

## **SECTION 7: WARRANTY REQUIREMENTS**

### **WR 1. Basic Provisions**

#### **WR 1.1 Warranty Requirements**

##### **WR 1.1.1 Contractor Warranty**

The protection plan will warrant that component parts of a matched component system that are not subject to coverage limitations and prove to be defective in workmanship and/or material for a minimum three (3) years from the date of shipment from manufacturer will be repaired at no charge, and that the option to extend coverage for an additional three (3) years will be available.

A copy of the manufacturer's written warranty outlining the conditions stated above will be supplied with the bid. Coverage and coverage limitations are to be administered as detailed in the manufacturer's Warranty/Maintenance document.

##### **WR 1.1.2 Extension of Warranty**

If, during the warranty period, repairs or modifications on any component of the system are made necessary by defective design, materials, or workmanship, but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, then the applicable warranty period shall be extended by the number of days equal to the delay period.

#### **WR 1.2 Voiding of Warranty**

The warranty shall not apply to the failure of any part or component of the system that directly results from misuse, negligence, accident, or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty also shall be void if PCMC fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals, and if that omission caused the part or component failure. PCMC shall maintain documentation of service activities.

#### **WR 1.3 Exceptions and Additions to Warranty**

The warranty shall not apply to the following items, except insofar as such equipment may be damaged by the failure of a part or component for which Contractor is responsible:

1. Scheduled maintenance items
2. Normal wear-out items
3. Items furnished by PCMC

Should PCMC require the use of a specific product and has rejected the Contractor's request for an alternate product, then the standard Supplier warranty for that product shall be the only warranty provided to PCMC.

The Contractor shall not be required to provide warranty information for any warranty that is less than or equal to the warranty periods listed.

### **WR 1.3.1 Superior Warranty**

The Contractor shall pass on to PCMC any warranty offered by a component Supplier that is superior to the warranty required herein. The Contractor shall provide a list to PCMC noting the conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Contractor.

## **WR 2. Repair Procedures**

### **WR 2.1 Repair Performance**

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, PCMC will allow the Contractor or its designated representative to perform such Work.

PCMC may require Contractor or Contractor's designated representative to perform warranty repairs that are clearly beyond the scope of PCMC's capabilities.

#### **WR 2.1.1 Detection of Defects**

If PCMC detects a defect within the warranty periods, it shall promptly notify Contractor's representative. The Contractor and PCMC shall mutually consider whether the unit or assembly is to be changed in its entirety, or whether the unit or assembly is to be repaired and the defective parts replaced. The decision as to which alternative will be used will be based upon minimizing down time of the system, and as to whether or not the failure of the unit might be detrimental to the life of the assembly.

#### **WR 2.1.2 Scope of Warranty Repairs**

When warranty repairs are required, PCMC and the Contractor's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty.

### **WR 2.2 Repairs by the Contractor**

If PCMC detects a Defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall begin Work on warranty-covered repairs within five (5) calendar days after receiving notification of a Defect from PCMC. PCMC shall make vehicles available to complete repairs in accordance with the Contractor's repair schedule.

The Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs.

### **WR 2.3 Warranty after Replacement/Repairs**

If any component, unit, or subsystem is repaired, rebuilt, or replaced by the Contractor, then the component, unit, or subsystem shall have the unexpired warranty period of the original or one-half the warranty period of the original subsystem, whichever is greater. Repairs shall not be warranted if Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five (5) days, in accordance with "Repairs by the Contractor."

## **SECTION 8: QUALITY ASSURANCE**

### **QA 1. Field Unit Verification/Validation Performance Test Plan**

Successful Bidder will develop, document, and implement a Field Unit Verification/Validation Performance Test Plan. The Verification portion of the plan will demonstrate system performance to the specifications guaranteed by the equipment provider and insure that the installations are completed per manufacturer documented installation procedures. The Validation portion of the plan will demonstrate that the system meets user expectations as defined in the IFB document(s) and insure that any/all performance issues have been addressed.

Successful Bidder will work with the user, stakeholders, and installers to finalize, coordinate, and implement the Field Unit Verification/Validation Performance Test Plan. Successful Bidder will, furthermore, document and distribute Verification/Validation Performance Test Plan results in a predetermined and agreed to format.

The Field Unit Verification/Validation Performance Test will be completed no later than sixty (60) days after award of contract. The Final Test Plan will specify the number of completed intersections and vehicles required to perform a comprehensive test.

### **QA 2. User Support Services**

The manufacturer of the required priority control system will offer support programs to assist the purchase and implementation of a priority control system program, including:

1. Intersection survey service to document appropriate equipment interfaces.
2. Customized proposals to assist the procurement process.
3. Driver training program with materials available via CD-ROM.

## SECTION 9: FORMS AND CERTIFICATIONS

### CER 1. Proposer's Checklist

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#### **Bundle 1: Technical Proposal**

- 1. Letter of Transmittal
- 2. Technical Proposal
- 3. Acknowledgement of Addenda
- 4. Contractor Service and Parts Support Data
- 5. Form for Proposal Deviation
- 6. References and non-priced information (if provided by Proposer)
- 7. Production schedule and other Contract commitments for the duration of this Contract.
- 8. Management Plan
- 9. Complete Warranty information
- 10. User List – CER 9
- 11. Description of training program
- 10. Quality Assurance Program

#### **Bundle 2: Price Proposal**

- 1. Letter of Transmittal
- 2. Pricing Schedule

#### **Bundle 3: Qualifications Package**

- 1. Pre-Award Evaluation Data Form
- 2. A copy of the three (3) most recent audited financial statements or a statement from the Proposer regarding how financial information may be reviewed by PCMC
- 3. Letter for insurance
- 4. Letter for performance bond (if applicable)
- 5. Form for Proposal Deviation
- 6. Proposal Form
- 8. All Federal Certifications – CER 7.1 through 7.11

#### **Bundle 4: Proprietary/Confidential Information**

- 1. Proprietary/Confidential Information

There may be items in the first three bundles that are included in bundle 4 because they are considered to be proprietary/confidential information. When this occurs, the Proposer must note that fact in bundles 1 through 3.

## CER 2. Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

– The undersigned acknowledges receipt of the following addenda to the documents:	
Addendum No.:	– Dated:
– Proposer:	
Name:	
Title:	
Phone:	
Street address:	
City, state, ZIP:	
– _____	_____
Authorized signature	Date

### CER 3. Contractor Service and Parts Support Data

– **Location of nearest Technical Service Representative to PCMC**

Name:

Address:

Telephone:

Describe technical services readily available from said representative:

– **Location of nearest Parts Distribution Center to PCMC:**

– Name:

Address:

Telephone:

Describe the extent of parts available at said center:

### CER 4. Form for Proposal Deviation

This form shall be completed for each condition, exception, reservation, or understanding (i.e., Deviation) in the Proposal according to IP 9. “Conditions, Exceptions, Reservations or Understandings.” One copy without any price/cost information is to be placed in the Technical Proposal as specified in “Technical Proposal Requirements,” and a separate copy with any price/cost information placed in the Price Proposal as specified in “Price Proposal Requirements.”

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Deviation No.:	Contractor:	RFP section:	Page:
<b>Complete description of Deviation:</b>			
<b>Supporting evidence, technical data, testing results, transit revenue experience:</b>			

**CER 5. Pricing Schedule**

<b>Item</b>	<b>Description</b>	<b>Model</b>	<b>Quantity</b>	<b>Price Per Unit</b>	<b>Total Cost</b>
<b>Hardware</b>					
<i>Category Total</i>					
<b>Software</b>					
<i>Category Total</i>					
<b>Training</b>					
<i>Category Total</i>					
<b>Support Services</b>					
<i>Category Total</i>					
<i>Total System Cost</i>					

## CER 6. Pre-Award Evaluation Data Form

**NOTE:** This form is to be completed and included in the Qualification Package. Attach additional pages if required.

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<p><b>1. Name of firm:</b></p> <p><b>2. Address:</b></p> <p><b>3. <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture</b></p> <p><b>4. Date organized:</b> <b>State in which incorporated:</b></p> <p><b>5. Names of officers or partners:</b></p> <p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p><b>6. How long has your firm been in business under its present name?</b></p>
<p>7. Attach as <b>SCHEDULE ONE</b> a list of similar current contracts that demonstrates your available capacity, including the quantity and type of system, name of contracting party, percentage completed, and expected completion date.</p> <p>8. Attach as <b>SCHEDULE TWO</b> a list of at least three (3) similar contracts that demonstrates your technical proficiency, each with the name of the contracting party and number and they type of systems completed within the last five (5) years.</p> <p><b>9. Have you been terminated or defaulted, in the past five (5) years, on any Contract you were awarded?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, then attach as <b>SCHEDULE THREE</b> the full particulars regarding each occurrence.</p> <p>10. Attach as <b>SCHEDULE FOUR</b> Proposer's last three (3) financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant; or a statement from the Proposer regarding how financial information may be reviewed by the Agency (This may require execution of an acceptable non-disclosure agreement between the Agency and the Proposer.)</p> <p>11. Attach as <b>SCHEDULE FIVE</b> a list of all principal Subcontractors and the percentage and character of Work (Contract amount) that each will perform on this Contract.</p> <p>12. If the Contractor or Subcontractor is a joint venture, submit <b>PRE-AWARD EVALUATION DATA</b> forms for each member of the joint venture.</p>
<p>The above information is confidential and will not be divulged to any unauthorized personnel.</p>
<p>The undersigned certifies to the accuracy of all information: <b>Name and title:</b> <b>Company:</b></p> <p>_____</p> <p>Authorized signature <span style="float: right;">Date</span></p>

## CER 7. Federal Certifications

### CER 7.1 Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

#### – Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

**Name and title:**

**Company:**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

#### Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

**Name and title:**

**Company:**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

## CER 7.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by Proposer for contract value over \$25,000.

Choose one alternative:

- The Proposer, **[insert name]**, certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three (3) year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
  4. Have not within a three (3) year period preceding this Proposal had one (1) or more public transactions (federal, State or local) terminated for cause or default.

**OR**

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

- **Executed in [insert city and state].**

**Name:**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

### CER 7.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

- The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: \_\_\_\_\_

**THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.**

**Name and title of the Proposer's authorized official:**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

**CER 7.4 Non-Collusion Affidavit**

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

– State of _____, County of _____ _____	
I, _____, being first duly sworn, do hereby state that (Name of Affiant)	
I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation)	
whose business is _____ _____	
and who resides at _____ _____	
and that _____ (Give names of all persons, firms, or corporations interested in the bid)	
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.	
_____ Signature of Affiant Date	
Sworn to before me this _____ day of _____, 20____.	
_____ Notary public My commission expires	– Seal

### CER 7.5 Certification of Restrictions on Lobbying

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance 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, USC § 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.

**THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

Name of the bidder or Proposer's authorized official:

\_\_\_\_\_

Title:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

Per paragraph 2 of the included form Lobbying Certification, add Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

## **CER 7.6 DBE Approval Certification**

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

I hereby certify that the Proposer has complied with the requirements of 49 CFR §26.49, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

---

Authorized signature

Date

---

Name & Title of Proposer's Authorized signature

## **CER 7.7 Cargo Preference Certification**

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform Park City Municipal Corporation, so that additional requirements and clauses may be attached to this Contract.

1. The proposer hereby certifies that it will meet the requirements of Cargo Preference.
2. The proposer hereby certifies that it cannot comply with the requirements of Cargo Preference.

**Company name:**

**Name and title of the Proposer's authorized official:**

---

Authorized signature

Date

## CER 7.8 Fly America Certification

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

- 1. The proposer hereby certifies that it will meet the requirements of Fly America.
- 2. The proposer hereby certifies that it cannot comply with the requirements of Fly America.

**Company name:**

**Name and title of the Proposer's authorized official:**

---

Authorized signature

Date

## **CER 7.9 Dispute Resolution Certification**

Proposer hereby certifies that it agrees to comply with and be bound by the Dispute Resolution guidelines contained in Section 3: General Conditions GC 9.8 and Section 5: Federal Requirements FR 8.

**Company name:**

**Name and title of the Proposer's authorized official:**

---

Authorized signature

Date

## **CER 7.10 Conformance with National ITS Architecture and Seismic Safety Certification**

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et. seq., January 8, 2001, and the subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

### **Seismic Safety**

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

**Company name:**

**Name and title of the Proposer's authorized official:**

---

Authorized signature

Date

## **CER 7.11 Additional Federal Contract Clauses Compliance Certification**

By signing and submitting a proposal, the bidder or proposer certifies compliance with the following Additional Federal Contract Clauses contained in Section 5: Federal Requirements FR 10:

- **10.1 Federal Funding, Incorporation of FTA Terms and Federal Changes**
- **10.2 Federal Energy Conservation Requirements**
- **10.3 Clean Water Requirements**
- **10.4 Clean Air Requirements**
- **10.5 Access to Records**
- **10.6 No Government Obligation to Third Parties**
- **10.7 Program Fraud and False or Fraudulent Statements or Related Acts**
- **10.8 Civil Rights Requirements**
- **10.9 Contract Work Hours and Safety Standards Act**
- **10.10 Recovered Materials**
- **10.11 Access Requirements for Persons with Disabilities (ADA)**

**Company name:**

**Name and title of the Proposer's authorized official:**

---

Authorized signature

Date

## CER 8. Other Certifications

### CER 8.1 Proposal Form

Proposer shall complete the following form and include it in the price Proposal.

#### PROPOSAL

By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to Park City Municipal Corporation in response to Request for Proposal No. RFP 613119 in its entirety.

Proposer: \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, ZIP: \_\_\_\_\_

Name and title of Authorized Signer(s): \_\_\_\_\_

Name and title of Authorized Signer(s): \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature Date

\_\_\_\_\_  
Authorized signature Date

**CER 8.2 Notice of Award**

By execution below, Park City Municipal Corporation accepts Proposal as indicated in CER 8.1 Proposal Form. The successful Proposer will be required to execute a contract similar to the Park City Municipal Corporation Service Provider / Professional Services Agreement found in Section 10: Contract.

Contracting Administration Team Leader:

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---

Authorized signature

Date

## **CER 9. User List**

Proposer must provide Park City Municipal Corporation a list of all transit properties receiving system deliveries from the Proposer within the past twenty-four (24) months. This list is to include number of vehicles in fleet, number of intersections, engine manufacturer, and whether AVL Technologies were incorporated into the manufactured vehicle.

## SECTION 10: CONTRACT

### PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and \_\_\_\_\_, a \_\_\_\_\_, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

#### 1. **SCOPE OF SERVICES.**

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The City has designated \_\_\_\_\_, or his/her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

**2. TERM.**

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on \_\_\_\_\_ or earlier, unless extended by mutual written agreement of the Parties.

**3. COMPENSATION AND METHOD OF PAYMENT.**

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

**4. RECORDS AND INSPECTIONS.**

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

**5. INDEPENDENT CONTRACTOR RELATIONSHIP.**

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service

Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

**6. SERVICE PROVIDER EMPLOYEE/AGENTS.**

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

**7. HOLD HARMLESS INDEMNIFICATION.**

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This

limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

**8. INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:

Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;

Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**9. TREATMENT OF ASSETS.**

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

**10. COMPLIANCE WITH LAWS AND WARRANTIES.**

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify,

or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

**11. NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against

discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

**12. ASSIGNMENTS/SUBCONTRACTING.**

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

**13. CHANGES.**

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

**14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.**

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

**15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

**16. TERMINATION.**

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

**17. NOTICE.**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

**18. ATTORNEYS FEES AND COSTS.**

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

**19. JURISDICTION AND VENUE.**

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

**20. SEVERABILITY AND NON-WAIVER.**

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

**21. ENTIRE AGREEMENT.**

The Parties agree that this Agreement is the complete expression of the terms here-to and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

**PARK CITY MUNICIPAL CORPORATION**  
445 Marsac Avenue  
Post Office Box 1480  
Park City, UT 84060-1480

\_\_\_\_\_  
Diane Foster, City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**SERVICE PROVIDER NAME**

Address:

Address:

City, State, Zip:

Tax ID#: \_\_\_\_\_

PC Business License# BL\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title



**EXHIBIT “A”**

**SCOPE OF SERVICES**

**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK

## SECTION 11: APPENDICES

### Appendix A: Intersections for System Installation

Number	Intersection Description
1	SR 224 @ I-80
2	SR 224 @ Ute Boulevard
3	SR 224 @ Olympic Parkway/Newpark Boulevard
4	SR 224 @ Cutter Lane/Bobsled Boulevard
5	SR 224 @ Bear Hollow Drive/Silver Springs Drive
6	SR 224 @ Sun Peak Drive/Old Ranch Road
7	SR 224 @ Canyons Resort Drive/Park West Village
8	SR 224 @ Meadows Drive
9	SR 224 @ Holiday Ranch Loop Road/Payday Drive
10	SR 224 @ Snow Creek Drive/Thaynes Canyon Drive
11	SR 224 @ Kearns Boulevard
12	SR 224 @ Deer Valley Drive/Empire Avenue
13	SR 224/Deer Valley Drive @ Bonanza Drive
14	SR 248/Kearns Boulevard @ Bonanza Drive
15	SR 248/Kearns Boulevard @ Comstock Drive
16	SR 248 @ Round Valley Drive
17	SR 248 @ US-40 (West Intersection)
18	SR 248 @US-40 (East Intersection)
19	SR 248/200 South @ SR 32/Main Street (Kamas)
20	Spare