

**CITY OF ATLANTA
ADVERTISEMENT FOR BIDS**

Sealed bids for **Bid No. 8777-PL, MAINTENANCE SAFETY EQUIPMENT FOR THE ATLANTA STREETCAR OVERHEAD CONTACT SYSTEMS**, will be received by designated staff of the Department of Procurement, at 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, GA 30303-0307, and **must be time stamped no later than 2:00 P.M., Tuesday, March 22, 2016.**

ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER 2:00 P.M.

Bids will be publicly opened and read at 2:00 P.M. in Suite 1900, 1st Floor, 55 Trinity Avenue, SW, City Hall South, Atlanta, Georgia.

PURPOSE AND SCOPE: To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodity (ies)/services(s) listed in the attached specifications. Commodities/services will be ordered from time to time in such quantity as may be needed to fill any requirements of the City of Atlanta as shown in the bid invitation. As it is impossible to determine the precise quantities that may be needed during the contract period, the contractor is obligated to deliver in minimum/maximum quantities the commodities or services of the kind contracted for in accordance with the specific conditions of this bid.

General instructions, specifications for submitting bid packages for this project will be available as of **Monday, February 29, 2016 from 8:00 A.M. – 5:00 P.M.**, in the Department of Procurement's Main Office, 1st Floor, 55 Trinity Avenue, SW, Suite 1900, City Hall South, Atlanta, Georgia. To request a bid package by mail, please contact the buyer.

Should you have any question/concerns, please contact Patricia Lowe, at (404) 330-6583, or by email plowe@atlantaga.gov.

The City of Atlanta reserves the right to reject any and all bids and to waive any technicalities.

This Bid is being made available by electronic means. If accepted by such means, the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the Bid. In the event of conflict between a version of the Bid in the Proponent's possession and the version maintained by DOP, the version maintained by DOP shall govern.

You are required to email your business name, contact person, address, phone number, fax number and the project number to Ms. Patricia Lowe, Buyer at plowe@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

INVITATION FOR BID

BID NUMBER: 8777-PL
RTG DATE: Monday, February 29, 2016
DEPARTMENT OF PUBLIC WORKS

SEALED BIDS FOR:

CITY OF ATLANTA (COA) SPECIFICATION FOR MAINTENANCE SAFETY EQUIPMENT FOR THE ATLANTA STREET CAR OVERHEAD CONTACT SYSTEMS TO BE ORDERED AS NEEDED FOR A PERIOD OF THREE (3) YEARS FROM DATE OF AWARD IN ACCORDANCE WITH THE ATTACHED SPECIFICATION.

Sealed bids, for furnishing the supplies or services contained herein will be received by:

**CITY OF ATLANTA
DEPARTMENT OF PROCUREMENT
CITY HALL SOUTH, SUITE 1900
55 TRINITY AVENUE, S.W.
ATLANTA, GEORGIA 30303-0307**

First floor, **no later than 2:00 P.M.**, (OUR BID CLOCK TIME IS VERIFIED AND CALIBRATED WITH THE BUREAU OF NATIONAL STANDARDS TIME PRIOR TO EACH BID OPENING) **Tuesday, March 22, 2016** and at that time will be publicly opened and read in Suite 1900.

A Pre-Bid Conference/Site Visit – A Pre-Bid Conference will be held on Wednesday, March 09, 2016 at 10:00a.m. at 55 Trinity Avenue, S.W., Suite 1900. The deadline for bidders to submit questions regarding the bid is **Monday, May 11, 2015.** Questions should be submitted via email to **Patricia Lowe**, Buyer at **plowe@atlantaga.gov**. For information, call (404) 330-6583.

This form **MUST** be returned with all bids. Bids must be typed or printed in **blue ink**. Refer to Bid Number, Date and Time on the **enclosed return label**. All bids must be hand delivered, delivered by courier service or mailed via United States Postal Service. No facsimile will be accepted. One (1) original ITB in **blue ink** must be submitted and must be marked as an original as well as one (1) ITB copy which must be marked as copy. **If you quote, please sign each “bid sheet” in blue ink, do not ‘white out’ entries or your bid may be deemed non-responsive. And, put the name of your company on each of the bid sheets or your bid may be deemed non-responsive.** If you do not quote, return signed bid invitation sheet and state reason; otherwise, your name may be removed from our mailing list. **Failure to follow these instructions could result in your bid being rejected.**

ALL COMMUNICATION PERTAINING TO THIS BID MUST BE DIRECTED TO THE DEPARTMENT OF PROCUREMENT REFERENCING BID NUMBER. BIDDER MAY NOT CONTACT OTHER BUREAUS OR CITY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN NON-ACCEPTANCE OF YOUR BID.

_____			_____		
Legal Name of Firm			Authorized Representative/Please Type/Print		
_____			_____		
Address			Signature/Title		
_____	_____	_____	_____		
City	State	Zip Code	Area Code/Telephone Number/Email Address		
_____			_____		
Date Submitted			COA Supplier ID#		

BIDS MAY BE SUBMITTED FOR EVALUATION, BUT NO AWARD WILL BE MADE UNLESS YOU POSSESS A CURRENT BUSINESS LICENSE THAT AUTHORIZES BIDDER TO TRANSACT BUSINESS AT A LOCATION IN THE STATE OF GEORGIA. IN THE CASE OF AN OUT OF STATE BUSINESS WITH NO LOCATION OR OFFICE IN GEORGIA, WHICH EXERTS SUBSTANTIAL EFFORTS WITHIN THE STATE AND CITY, SUCH BUSINESS MUST OBTAIN A CITY OF ATLANTA, BUSINESS LICENSE AS REQUIRED BY CITY CODE SECTION 30-52, ET SEQ. TO OBTAIN A BUSINESS LICENSE, CONTACT: CITY OF ATLANTA, BUSINESS LICENSE DIVISION, CITY HALL SOUTH, SUITE 1350, 55 TRINITY AVENUE, S.W., ATLANTA, GEORGIA 30303-0307, and (404) 330-6213.

In compliance with the aforementioned, the bidder agrees to furnish and deliver the goods and/or services at the prices indicated. It is agreed that this bid shall constitute an offer, and if accepted by the City, delivered to the designated point(s) within the time specified.

PRICES CONSIDERED F.O.B. DESTINATION UNLESS OTHERWISE STATED.

MERCHANDISE/SERVICE TO BE DELIVERED: AS DIRECTED

NOTE: Read all instruction, conditions, specifications, etc., in detail. Acceptance of your quotation guarantees your price and it cannot be withdrawn. Check all figures before submitting bid. UPON REQUEST, A COPY OF THE BID TABULATION WILL BE MADE AVAILABLE TO YOU AT A COST OF \$.10 PER PAGE.

All Bids are subject to the following:

1. Compliance with City of Atlanta Code, Section 2-1413, Requirements for execution of City contracts and Section 2-1414, Equal Employment Opportunity clause. In conjunction with these Code sections, a completed Contract Employment Report or a current letter of certification from the City of Atlanta Office of Contract Compliance must accompany each bid.
2. Compliance with bidding instructions, terms, and conditions (pages 3 and 4).
3. Other provisions, certifications, Insurance, Payment and/or Performance Bonds, if incorporated by reference in this schedule.
4. Additional instructions, special conditions applicable to indefinite quantity invitations on Annual Contracts.
5. A completed W-9 Request for taxpayer identification number and Certification Form.
6. A Notarized E-Verify Contractor Affidavit and/or Subcontractor Affidavit, even if not applicable.
7. Enter your City of Atlanta Supplier ID number on page one (1) of the ITB. A Supplier number can be obtained by registering at www.atlantaga.gov.

FIRM NAME _____ SIGNATURE _____

CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT

BIDDING INSTRUCTIONS, TERMS AND CONDITIONS

1. PREPARATION OF BIDS -

- (a) Bidders are expected to examine this invitation for bid, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.
- (b) Unit price for each unit bid on shall be shown and such price shall include packing, unless otherwise specified. A total shall be entered in the amount column for each item bid on. In case of a discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
- (c) Specifications provided herein are intended to be open and non-restrictive. "Any" is used as a minimum standard of quality. When no reference or change is made on proposal by bidder, it is understood that the specific brand item named on proposal shall be furnished by bidder. If bidding on other than the make, model, brand or number as shown, and offered as an equal, complete technical information, specifications, manufacturer's name and catalog reference must be clearly stated on bid proposal or attached letter. Any deviation between brand offered and brand specified must also be clearly indicated.

The City of Atlanta, through the Chief Procurement Officer, Department of Procurement, shall be the sole judge in making determination as to equality.

- (d) Time of delivery is a part of the consideration and must be stated in specific calendar days that must be adhered to. If the time varies on different items, the bidder shall so state. Failure to state delivery may be cause for disqualification.
- (e) The City may accept any item or group of items or any bid, unless the bidder qualifies his bid by specific limitations. The right is reserved to reject any or all quotations and to waive technicalities.
- (f) Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.
- (g) If a prospective offer or elects to submit a NO BID, return the Invitation for Bid Cover sheet and state reason. Otherwise, the bidder may be removed from the mailing list.
- (h) If federal excise tax applies, show amount of same that has already been deducted in determining your net price. The City is also exempt from state and local sales tax.

2. **EXPLANATIONS TO BIDDERS** - Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bid, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any information given to a prospective bidder concerning an Invitation for Bids will be furnished to all prospective bidders, as an amendment to the invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of amendments by a bidder must be acknowledged on the bid and a signed addendum returned, attached to the bid.

3. **SUBMISSION OF BIDS** -

(a) **DEFAULT**: The award as a result of bids received under this invitation may be based in part on delivery factor. Accordingly, should a vendor fail to perform delivery within the time stated in your bid, he/she may then be declared in default of contract. In such an event, the City may then proceed to purchase in the open market the items from another source, and charge/collect from the defaulting vendor the excess cost to the City, which resulted from such open market purchase.

(b) **PATENT INDEMNITY**: Except as otherwise provided, the successful bidder agrees to indemnify the City and its officers, agents and employees against liability, including cost and expenses for infringement upon any letters patent of the United States arising out of the performance of this contract, or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.

4. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** - By submission of this bid, the bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, that in connection with this procurement: (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

5. **PROHIBITION AGAINST AND REPORTING OF ANTICOMPETITIVE PRACTICES** - Collusion and other anticompetitive practices among bidders and offer are prohibited by city, state and federal laws, and the City, therefore, establishes the following:

Certification of independent price determination. All bidders or offer shall identify a person having authority to sign for the bidder or offer who shall certify, in writing, as follows:

"I certify that this bid or offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this bid or offer and certify that I am authorized to sign for this bidder or offer or." Compliance with this subsection shall be considered met if the certification of independent price determination, as provided in this subsection, is set forth in an exhibit attached to the bid or offer and appropriate language incorporating the exhibit into the bid or offer is set forth therein.

6. **PROHIBITION AGAINST CONFLICTS OF INTEREST** – Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below:

(1) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

Yes _____

No _____

(2) Financial relationships: offerors must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the offeror or the offeror's family members.

Yes _____

No _____

Please describe: _____

7. **AWARD OF CONTRACT** - The contract, if awarded, will be awarded to the responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The contract will be awarded for a term of three (3) year(s) with the option to extend under the same terms and conditions for two (2), one (1) year extensions.

8. Failure to observe any of the instructions and conditions may constitute grounds for rejection of your bid.

9. SECTION 2-1387, CERTIFICATION AS TO NON-DISCRIMINATION IN BIDS AND CONTRACTS.

- (a) All persons, firms or corporations supplying goods, material, equipment, supplies, improvements to real property, or services of any kind or character to the City of Atlanta, in accordance with section 2-1109, shall certify in writing on all bids and contracts, except those involving federally assisted construction projects, the following words:

"We, the supplier of goods, materials, equipment or services covered by this bid or contract will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person, on account of race, creed, color, sex or national origin of such person."

- (b) The wording of subsection (a) herein shall be included as a specification and appear on all bid invitations and purchase orders or contracts prepared as issued by any and all using agencies of the City.
- (c) The federal guidelines, as related to non-discrimination in employment by government contracts and subcontractors promulgated by Executive Order No.11246 of September 24,1965, as amended with respect to sex by Executive Order No. 11375 of October 13, 1967, Sections 202, 203 and 204 of Part II of such orders, are hereby adopted by the City of Atlanta insofar as legally possible to do so, and those persons, firms or corporations set forth in subparagraph (a) above shall comply with same.
- (d) The City shall have the right to reject any or all bids, and shall not enter into any contract with any person, firm or corporation and shall refuse to purchase any or all goods, materials, equipment or services from any vendor or contractor who fails to comply with the provisions of subsection (a) and/or (c) herein.

- 10. REJECTION OF BID** - Bids may be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The City reserves the right to waive minor informalities or irregularities of bid.

The City reserves the right to accept or reject any and all bids submitted and is in no way obligated to any bidder who submits a bid for the supplies, service or items as set forth in these specifications.

Special Conditions
Annual Contract for Commodities/Services

1. PURPOSE AND SCOPE:

To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodity(ies)/service(s) listed in the attached specifications. Commodities/services will be ordered from time to time as such quantity as may be needed to fill any requirements of the City of Atlanta as shown in the bid invitation. **As it is impossible to determine the precise quantities that may be needed during the contract period, the contractor is obligated to deliver in minimum/maximum quantities the commodities or services of the kind contracted for in accordance with the specific conditions of this bid.**

2. SUPPLY REQUIREMENTS:

The contractor shall be able to delivery all items that might be requested during the contract period in accordance with the terms and conditions of this bid. In the event a contractor's source should fail to supply any item, at any time, for any reason during the contract term, it will be contractor's responsibility to temporarily supply another item of equivalent quality meeting all specifications of the contract, at contract prices, terms and conditions, as an emergency measure, subject to prior approval of the Chief Procurement Officer, whose decision shall be final. If requested, sufficient and reasonable time may be allowed the contractor to acquire adequate stock to perform on the contract after award is made.

3. DELIVERY REQUIREMENTS:

Delivery will be made within the time shown in the specific bid conditions or where called for in the invitation, the time stated by the bidder.

4. PLACEMENT OF ORDERS:

Orders will be placed using one of the following methods:

- a. Purchase orders will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.
- b. A blanket order will be issued to those bureaus that have a recurring need for item(s) covered by this Invitation for Bid and will be issued for "as needed" use. Each blanket order issued will state what is needed, as well as a "not-to-exceed" dollar amount. The bureau will be allowed to purchase only those items listed in the awarded contract. Authorization to supply item(s)/services covered by this blanket order may be verbal or written communication from the using department(s).

5. URGENT REQUIREMENTS:

In the case of a bona fide emergency, wherein immediate delivery of an order is needed and the successful vendor cannot meet such a requirement, the City reserves the right to order from any vendor that can meet such a delivery requirement without penalty to the City.

6. RIGHT TO TERMINATE:

In the event any of the provisions of the contract are violated, the City may serve written notice of its intention to terminate the contract. Such notice will state the reasons for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the contract shall, upon expiration of ten (10) days, be terminated. Further, the City reserves the right to terminate any contract in whole or in part upon giving thirty (30) days prior written notice to the other party.

7. PLEASE COMPLETE THE FOLLOWING:

Should a contract result from this invitation:

TO PLACE VERBAL ORDERS CONTRACT:

Name

Telephone Number

CUSTOMER REPRESENTATIVE:

Name

Telephone Number

BID SIGNER:

Name

Address

Telephone

IF NOT LOCAL, WILL TOLL FREE TELPHONE SERVICE BE PROVIDED BY TH VENDOR DURING THE EFFECTIVE PERIOD OF THE CONTRACT?

(NO) _____

(YES) _____

DELIVERS WILL BE MADE AGAINST THIS CONTRACT BY:

VENDOR OWNED EQUIPMENT:
(If yes, the frequency)

(NO) _____

(YES) _____

COMMERICAL CARRIER:
OTHER (Specify)

(NO) _____

(YES) _____

Bidder hereby agrees to special conditions of this invitation to bid:

Firm Name: _____

By: _____

Title: _____

THIS SHEET MUST BE COMPLETED. FAILURE TO DO SO MAY BE REASON FOR REJECTION OF BID.

CITY OF ATLANTA
Contract Employment Report

PLEASE TYPE OR PRINT IN INK. EACH APPLICABLE ITEM ON THIS FORM MUST BE COMPLETED.
INCOMPLETE FORMS WILL NOT BE PROCESSED.

NAME OF FIRM: _____ TELEPHONE No. _____
 NAME OF OWNER: _____ FAX NO. _____
 MAILING ADDRESS: _____ CITY: _____
 STATE: _____ COUNTY: _____ ZIP CODE: _____

PLEASE COMPLETE THE FOLLOWING INFORMATION

WHAT TYPE OF BUSINESS WOULD YOUR COMPANY BE ENGAGED IN WITH THE CITY OF ATLANTA?

IS YOUR COMPANY AN AFFILIATE OR DIVISION OF A PARENT COMPANY? _____

IF YOUR COMPANY IS A DIVISION OF A PARENT COMPANY, A CONTRACT EMPLOYMENT REPORT FORM MUST BE COMPLETED FOR THE PARENT COMPANY AS WELL AS THE ATLANTA AREA DIVISION.

HAS YOUR COMPANY PREVIOUSLY RECEIVED AN EEO CERTIFICATION FROM THE CITY OF ATLANTA? _____

PLEASE LIST THE NUMBER OF EMPLOYEES IN EACH CATEGORY

	Management/ Officials		Professionals Arch, Engineers, etc		Supervisors		Office/Clerical/Sales		Craftsmen/Laborers	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Black										
White										
Asian American										
Native American										
Hispanic										
Other										
TOTAL										

I CERTIFY THAT ALL REPRESENTATIONS ON THIS CONTRACT EMPLOYMENT REPORT FORM ARE CORRECT AS OF THE DATE STATED.

DATE _____ PRINT PREPARER'S NAME _____ PREPARER'S SIGNATURE _____ TITLE _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201__

NOTARY PUBLIC
My Commission Expires: _____

Material Type: Streetcar Safety
Equipment
Item Number: 928.0000
Revision Date: February 29, 2016

**CITY OF ATLANTA SPECIFICATION FOR
PROCUREMENT OF MAINTENANCE SAFETY EQUIPMENT FOR ATLANTA
STREETCAR OVERHEAD CONTACT SYSTEM**

1. SCOPE AND CLASSIFICATION

1.1 Scope - This specification describes the procurement of maintenance safety equipment for the Atlanta Streetcar Overhead Contact System.

1.2 Classification - The material(s) shall be classified as follows:

**GROUP - I - Earthing (Grounding) Equipment,
Siemens, Sicat 8WL7168-1**

**GROUP - II - Digital Voltage Awareness Detector,
Audible & Visible Alert, Procat Pt-
0002**

2. NOTES

IMPORTANT: INSTRUCTIONS TO ALL BIDDERS:

The City may consider valid only those bids, which comply with these instructions:

2.1 At numbered specific requirement section, all bidders must insert "Compliance" or "Exception" in each space provided.

2.2 Bidder "exceptions", further clarification, or notes must be detailed in these spaces or on an additional sheet referencing the numbered specification paragraph.

FIRM NAME _____ **SIGNATURE** _____

-
-
-
- 2.3 Report of Purchases - An itemized (monthly) report of all purchases made during the first nine (9) months of this contract is required to be submitted to the Chief Procurement Officer during the tenth (10th) month of this contract. Failure to submit "Report of Usage" may result in forfeiture of future contracts with the City of Atlanta.
- 2.4 The equipment to be furnished must be currently on production and shall be manufacturer's standard model complete with all standard equipment. When cost effective and consistent with operational needs of the department, all energy consuming equipment purchased will be energy efficient, defined as meeting either Energy Star specification of criteria that puts products in the upper 25% of energy efficiency, as well as meeting quality, performance and durability requirements.
- 2.5 All bidders must submit two (2) sets of descriptive literature (If applicable) plainly marked with:
- A - Company Name
 - B - Group to which literature pertains for each item and components bid.
- 2.6 This Invitation for Bid covers parts and service for one (1) year after delivery date. Bidder must submit price information for parts and service indicating schedule or rate of discount, which shall apply to the City of Atlanta.
- 2.7 Bidder (where applicable) must be able to supply ninety percent (90%) of parts required to maintain this equipment within 24 hours and have access to the remaining ten percent (10%) of parts within 72 hours.
- 2.8 Bidders will supply original manufacturer part crossover numbers for parts, which are not manufactured by the equipment manufacturer after the award of bid but prior to the delivery of equipment.
- 2.9 Successful bidder (where applicable) must provide a minimum of four (4) hours instruction in the proper and safe use of the equipment.

FIRM NAME _____ **SIGNATURE** _____

- 2.10 Successful bidder must provide parts, service and operating manuals for each unit provided.
- 2.11 Reserved
- 2.12 Without expressed or implied obligation on the part of the City of Atlanta to perform, the bidder may submit an option to the City for a multi-year purchase concept covering three (3) years' service and parts for equipment covered by this bid. State provisions of the multi-year purchase option including terms, price and expiration date. Attach a separate sheet.
- 2.12.1 The Code of Ordinance of the City of Atlanta specifically prohibits obligating the City for future budget years.
- 2.12.2 In the event options are exercised to purchase units in subsequent years the provisions as related to parts and services will apply as indicated above.
- 2.13 The City of Atlanta reserves the right to increase or decrease quantities shown without penalty.
- 2.14 Quantities - None of the various agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract, nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.
- 2.15 Any quantities remaining undelivered may be automatically canceled at expiration of contract or purchase order.
- 2.16 The City prefers to make a single award for all of the items listed. Separate awards may be made by group or by line item, if it appears to be in the best interest of the City to do so.
- 2.17 Default - The contract may be canceled or annulled by the Chief Procurement Officer in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next lowest bidder or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or his/her surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices provided that the vendor shall continue the performance of this contract to the extent not terminated under the provision of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their bid, unless extended in writing by the Chief Procurement Officer, shall constitute contract default.

FIRM NAME _____

SIGNATURE _____

- 2.18 Escalation/De-Escalation Clause - Preference shall be given to the bidder submitting the lowest and best firm price as their bid. Should it be found that due to unusual market conditions it is to the best interest of the City of Atlanta to accept a price with an escalation/de-escalation clause, the following shall apply:
- 2.18.1 The contract price shall be frozen for a specified period. This period must be shown on your bid.
 - 2.18.2 Escalation - Cost data to support any proposed increase must be submitted to the Chief Procurement Officer of the Department of Procurement not less than thirty (30) days prior to the effective date of any such requested price increase.
 - 2.18.3 Any adjustment allowed shall consist only of bona fide cost increases resulting from such situations as unforeseen raw material cost increase which may be passed on to the consumer.
 - 2.18.4 No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.
 - 2.18.5 De-Escalation – In the event that market media indicators show that the prices for those materials, goods or services have overall decreased but the vendor has failed to pass the price decrease onto the City, the City reserves the right to place the vendor in default for cause, cancel the awarded contract, remove the vendor from the City of Atlanta Bidders List for a period deemed suitable to the City, and recuperate any damages from the vendor.
- 2.19 Evaluation Criteria - Listed below are the criteria used to evaluate bids for the City of Atlanta. These criteria will carry as much weight as Low Bid so that the City of Atlanta, in evaluating bids will be able to determine the “Lowest Complete and Satisfactory Bidder” which will be in the best interest of the City. The criteria are as follows:
- a. Conformance to Specification
 - b. Low Bid
 - c. Price
 - d. Training - (Amount of Hours and Level Offered)
 - e. Parts Availability - (Local Source)
 - f. Capability - of unit (s) offered to perform the tasks of the User Department(s). Field Demonstrations may be requested to insure that the equipment meets User and Engineering Specifications.
 - g. Financial Capability
 - h. Discount Offered
 - i. Freight Charges

FIRM NAME _____

SIGNATURE _____

- j. Delivery Time
- k. Warranty
- l. Vendor Past Performance
- m. Vendor Availability to Perform
- n. Vendor Reference - Vendor shall submit three (3) references from individuals, entity or corporation for which a similar project was successfully completed within time and budget. Also to be of consideration in the evaluation of bid is the vendor's past performance of this contract/supply bid. **(Please see final page of this specification for Vendor Reference form)**

2.20 Will your company accept a portion of this contract? Please check in the appropriate space. _____ yes _____ no

2.21 Reserved

2.22 Brand Name or Trade Name Instructions - If items in this Invitation for Bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by the City of Atlanta to meet its needs in all respects.

2.22.1 All bidders, including bidders whose products may be referenced, shall clearly indicate manufacturer/trade name and identifying number in space provided within Pricing Sheet of this Invitation for Bid.

2.22.2 If the bidder proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the City and will be based on information furnished by the bidder. Accordingly, to insure that sufficient information is available the bidder may be required to submit literature and/or samples prior to award. These shall be supplied within seven days, if required.

2.22.3 The purchase of any item by the City as a result of this Invitation for Bid is not a judgment of one product against another. Consideration of application, need and price will constitute purchase determination.

2.23 Alternate Bid – Bidders, who have other items they wish to offer in lieu of or in addition to that required by this Contract, should submit a separate Bid

FIRM NAME _____ SIGNATURE _____

marked "ALTERNATE BID FOR BID NO. 8777-PL" Alternate Bids will automatically be deemed non-responsive and will not be considered for award of the subject Contract. Such bids however, may be examined prior to award the subject Contract and may result in either cancellation of all bids to permit rewriting of the Specifications to include the alternate item in a rebid or the alternate item may be considered for future requirements.

- 2.24 A careful and accurate account of labor, including the name(s) or identification of mechanic(s), helper(s), etc. and the hours of work applied to each job, listing actual parts used in the performance of each job, description of the City equipment as well as parts only purchased under this contract is to be maintained by the vendor for a period of not less than one year. Such account or record may be subject to audit by an authorized City official.
- 2.25 Invoices must be itemized to show hours of labor, parts, materials, accessories with unit price and extension, including the applicable purchase order number.
- 2.26 Audit - The vendor shall maintain all books, documents, papers and records pertaining to this contract and to make such books and records available for inspection and auditing, upon reasonable notice by the City. As a result of any such audits, overcharges will be adjusted and compensation made by the vendor as applicable under this contract. Such books and records shall be maintained and made available for inspection and auditing for the duration of this contract and for a period of not less than three (3) years after the expiration date of contract.

3. REQUIREMENTS

Please state "Compliance" or "Exception" pursuant the instructions contained in paragraph **NOTES**, 2.1 and 2.2 of the ITB. Check marks, dittos or any other markings may not be accepted and your bid could be rejected.

- 3.1 Definition - For the purpose of this bid, "Parts" shall be defined as components of a unit to be provided by the vendor to the City. "Service" shall be defined as the furnishing of labor time or effort by a vendor, to repair or rebuild (where applicable), a part, component, or (where applicable), the unit/item as a whole. |

FIRM NAME _____

SIGNATURE _____

- 3.2 Introduction-** The City of Atlanta operates an in-street, fixed guide-way streetcar system. Preventive and corrective maintenance of Atlanta Streetcar (ASC) Overhead Contact System (OCS) are essential to providing safe, reliable and attractive service. The ASC is a major capital investment and must be well maintained to maximize service life and reduce operating expenditures. This is a Federally Funded / Federal Procurement.

The supply of standard, new, commercially available overhead contact safety maintenance equipment for ASC is required for the following:

- 3.2.1 Sixteen (16) each, Overhead Contact System Voltage Awareness Equipment
- 3.2.2 Sixteen (16) each, Overhead Contact System Grounding Equipment

Compliance

Exception

3.3 General Description and Technical Requirements

3.3.1 Overhead Contact System Voltage Awareness Equipment

The OCS Voltage Awareness Equipment shall be used to confirm if there is any presence of dangerous residual voltage on a disabled overhead contact system. The required specifications are as follows:

Digital Voltage Awareness Detector, Audible & Visible Alert, Procat Pt-0002, or approved as equal, Complete with:

- 3.3.1.1 LED
- 3.3.1.2 Range – 50 to 750 VDC
- 3.3.1.3 Surge Protection – 1,500 VDC
- 3.3.1.4 Polycarbonate Enclosure
- 3.3.1.5 Length – 21 Ft, Collapsed – 6 FT
- 3.3.1.6 Diameter – 2 inch

Compliance

Exception

- 3.4 Earthing (Grounding) Equipment-** The earthing equipment with rod shall be used for temporary earthing or short-circuiting of overhead contact line system.

FIRM NAME _____

SIGNATURE _____

When mounted, it shall establish an electrically conductive connection between the active parts of the OCS and the return conductor (running rail). It shall provide protection against hazardous body currents for:

- 3.4.1 Persons working on active parts of the OCS
- 3.4.2 Persons working within the safety clearance area stipulated for active parts.

The required specifications are as follows:

Earthing Equipment, Siemens, Sicat 8WL7168-1, or approved as equal
Complete With:

- 3.4.3 Earthing Wire, 7-10 FT, 50 mm²
- 3.4.4 Contract Wire Clamp, Aluminum
- 3.4.5 Earthing Magnet and
- 3.4.6 Earthing Rod, GRP, Extended Length – 5m, Transport Length – 1.5m
- 3.4.7 Nominal Voltage - 1.5 kV DC

Compliance

Exception

3.5 Operating and Maintenance Manuals

The Vendor shall submit complete operating instruction manuals and maintenance manuals at the time of delivery and as a condition of acceptance of the Equipment. The manuals shall be printed on oil resistant paper in the English language and separately bound.

3.5.1 Operating Manual

The operating manual shall provide complete set-up and operating instructions for the Equipment in the appropriate detail to allow daily inspection and operation.

Compliance

Exception

3.5.2 Maintenance Manual

The maintenance manual shall include all information and schedules required for complete inspection, lubrication, periodic maintenance, troubleshooting and repair. The manual shall include parts lists, exploded views of assemblies and sub-assemblies, cross-references to the parts lists and detailed electrical and hydraulic diagrams and schematics.

FIRM NAME _____

SIGNATURE _____

The manual shall provide a schedule of lubrication requirements, recommended lubricants, including manufacturer, manufacturer's product identification number or MIL-Spec. number, diagrams showing lubrication points and location of all electrical circuit breakers, fuses and switches with cross-references to the parts lists.

Specific documentation shall also include:

- 3.5.2.1. Wiring schematics of the added electrical systems;
- 3.5.2.2 The manual shall include detailed troubleshooting procedures for the electrical and mechanical elements of the equipment
- 3.5.2.3 A complete spare parts list with pricing as of date of delivery

Compliance

Exception

3.6 Acceptance

ASC personnel shall inspect the Equipment prior to acceptance. Inspection shall be made to assure all physical features of the Equipment are operational; and that the provisions of this specification have been met.

Compliance

Exception

- 3.7 If you quote, please sign each "Bid Sheet" in blue ink, DO NOT 'white out' entries or your bid may be deemed non-responsive. And, put the name of your company on each of the bid sheets or your bid may be deemed non-responsive.

Compliance

Exception

- 3.8 Submit the original and one (1) copy of the bid and required attachments.

Compliance

Exception

FIRM NAME _____

SIGNATURE _____

- 3.9 Vendor shall provide like and similar goods not listed on pricing sheets at _____% discount from standard industry rates.

Compliance

Exception

- 3.10 See Exhibit (A) Contract Supplemental Conditions & Exhibit (B) Federal Certifications.

4. APPLICABLE DOCUMENTS, STANDARDS AND SPECIFICATIONS

- 4.1 Material(s), goods or service(s) covered by this Invitation for Bid shall comply with all Federal Occupational Safety and Health Acts, FAA Standards and Georgia Occupational Safety and Health Act requirements, where applicable and in effect at time of delivery. |

5. QUALITY ASSURANCE PROVISIONS

- 5.1 Test and Inspection -It shall be the vendor's responsibility to perform all tests and inspections required by this specification unless otherwise stated in the purchase order, data sheet, and/or contract. The vendor may use in the process their own facility or any recognized independent laboratory acceptable to the City of Atlanta. The City of Atlanta reserves the right to perform any of the tests and inspection requirements where such tests and inspections are needed to further determine compliance with this specification.

- 5.2 Certification -It shall be the vendor's responsibility to submit all certification foreseen under Section Two of this specification. Failure to comply with this provision may cause rejection of the items supplied.

- 5.2.1 It shall be the vendor's responsibility to submit the following certifications:

Exhibit (A) & Exhibit (B)

- 5.2.2 Material covered by this specification shall comply with all Federal Occupational Safety and Health Acts and Georgia Occupational Safety and Health Acts Requirement where applicable and in effect at time of shipment. |

FIRM NAME _____

SIGNATURE _____

5.2.3 It shall be the vendor's responsibility to submit, in lieu of the certification, a Compliance Certificate. Full acceptance of the materials shall be subject upon findings of suitability as determined under Section 5.1.]

5.3 Sampling - [It shall be the vendor's responsibility to submit a random sample testing in accordance with this specification. Material furnished shall be identical to the sample submitted for performance test and shall comply with the requirements set forth herein. If the material does not comply with the requirements of this specification, or is not identical to the original sample submitted, the vendor shall be required to replace all such materials at their own expense. This includes all handling charges and transportation, with the material that does so comply.

5.3.1 Sample, visual test and inspection may be required. This shall be performed and witnessed in the presence of the City officials at no extra cost. Failure to comply with this provision may cause rejection of the items supplied and cancellation of the contract.

5.3.2 All samples may be tested by the purchaser who reserves the right to accept certified reports from other laboratories as necessary.]

5.4 Quality and Quantity Control - A system of test and inspection shall be used to insure receipt of the quality and quantity of items supplied. Goods will be promptly unpacked and inspected; any discrepancies from purchase order or supplier invoice will be reported immediately to the Chief Procurement Officer of the Department of Procurement.

5.5 Plant and Facility Inspections - The Department of Procurement may require the vendor to make their plant and facilities available for inspection, or may require additional information concerning the vendor's ability to comply with the requirements of this specification, or its ability to perform in accordance with delivery requirements and within budget. In addition to the above, vendor may be required to produce shop orders and backlog orders documentation. Failure to comply with this requirement may cause rejection of the bid package.

5.6 Protection - The vendor shall assume all costs arising from the use of patented materials, devices, or processes incorporated in the materials furnished. The vendor further agrees to indemnify and hold harmless the City of Atlanta and its duly authorized agents from suits of law or actions of any nature for or on account of the use of any patented materials, equipment devices or processes.

FIRM NAME _____

SIGNATURE _____

- 5.7 Travel Expense - The City of Atlanta may require one or more visits to the vendor's plant to assure compliance with the City requirement. The cost of such visits shall be absorbed by the supplier after the purchase order has been assigned.

6. **PREPARATION FOR DELIVERY**

- 6.1 Packing - Packing shall be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The vendor shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation and routing. It shall be the vendor's responsibility to determine that packing is adequate to assure that all materials shall arrive at destination in an undamaged condition ready for intended use.
- 6.2 Marking - All packages shall be identified with the City of Atlanta purchase order number and the using Bureau. Sealed packing lists must be affixed to all cartons showing its content.
- 6.3 Shipping - The vendor shall follow shipping instructions as stated on the purchase order or contract.
- 6.4 Delivery Schedule and Liability - It shall be the vendor's responsibility to maintain delivery schedule as stated on bid. The City must be notified of any change at least ten (10) days prior to original delivery date. Notification of shippage, however, shall not relieve the vendor from late delivery penalties as outline below. The vendor is urged to realistically and accurately state its proposed delivery for the items called for in the Invitation for Bid Pricing Sheet.

Split delivery may be accepted, if it is found to be in the best interest of the City but shall not be made in quantities of less than fifty percent (50%) of the total purchase order or contract quantity.

The vendor shall not, for any reason, delay delivery of items necessary to the upkeep of the City. The City of Atlanta reserves the right to enforce a Late Delivery Penalty to a delinquent vendor. Late delivery penalties are in the amount of one percent (1%) for each day of delay to a maximum of five percent (5%) of the total purchase order or contract amount beginning after a ten (10) day grace period from the expired delivery date.

FIRM NAME _____ SIGNATURE _____

7. **WARRANTY**

It shall be the vendor's responsibility to submit, at time of shipment, the original manufacturer's warranty of the materials(s) supplied.

8. **GUARANTEE**

The material shall be guaranteed to be free from defects of construction, conception and workmanship for a period of at least twelve (12) months from date of acceptance. Any part or portion found not in accordance with this specification will be rejected and returned to vendor at vendor's expense for immediate replacement.

9. **FACE SHEET AND ALL PAGES OF THIS SPECIFICATION, SIGNED BY AN AUTHORIZED REPRESENTATIVE, MUST BE RETURNED WITH YOUR BID; OTHERWISE BID MAYBE CONSIDERED INVALID.**

10. **IF YOU DO NOT QUOTE, PLEASE RETURN THE COVER SHEET WITH YOUR COMPANY NAME AND THE REASONS YOU ARE NOT QUOTING. OTHERWISE, AFTER THREE (3) NO RESPONSES YOUR COMPANY'S NAME MAY BE REMOVED FROM OUR VENDOR LIST.**

11. **A COMPLETE CONTRACT EMPLOYMENT REPORT OR CURRENT LETTER OF CERTIFICATION FROM THE CITY OF ATLANTA MUST ACCOMPANY EACH BID. FAILURE TO COMPLY WILL RENDER BID INVALID.**

12. **IF YOU QUOTE, PLEASE SIGN EACH "BID SHEET" IN BLUE INK, DO NOT 'WHITE OUT' ENTRIES OR YOUR BID MAY BE DEEMED NON-RESPONSIVE. AND, PUT THE NAME OF YOUR COMPANY ON EACH OF THE BID SHEETS OR YOUR BID MAY BE DEEMED NON-RESPONSIVE.**

13. **SUBMIT THE ORIGINAL AND ONE (1) COPY OF THE BID AND REQUIRED ATTACHMENTS.**

FIRM NAME _____

SIGNATURE _____

VENDOR REFERENCES

PROJECT TYPE: Streetcar Equipment ITB/FC NO.: 8777-PL BUYER/CO: Patricia Lowe

PROJECT NAME: Maintenance Safety Equipment for the Atlanta Streetcar Overhead Contact Systems

Department of Procurement employees cannot be listed as a Vendor Reference.

1. _____
 Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

2. _____
 Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

3. _____
 Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

FIRM NAME _____ SIGNATURE _____

(EXHIBIT A)
SUPPLEMENTAL CONDITIONS

FIRM NAME _____ **SIGNATURE** _____

EXHIBIT (A)
SUPPLEMENTARY CONDITIONS

SC1. GENERAL

This procurement is for acquiring sixteen (16) 50 to 750 VDC digital voltage detectors, and for sixteen (16) 1.5 kV DC grounding equipment for the Atlanta Streetcar maintenance personnel to perform maintenance services on the Atlanta Streetcar Overhead Contact System.

SC2 AGREEMENT TERM

Timely delivery is of the essence in this Agreement. All work under this Agreement shall be completed within one hundred and eighty (180) days from the issuance of a Purchase Order.

SC3 INSPECTION AND ACCEPTANCE

CITY OF ATLANTA STREETCAR will inspect the equipment upon receipt from delivery. Inspection shall be made to assure all physical features of the equipment are operational; and that the provisions of this specification have been met.

CITY OF ATLANTA STREETCAR shall inspect the equipment and witness the performance of operational testing to assure quality, and compliance with specification. All defects shall be repaired prior to acceptance by the CITY OF ATLANTA STREETCAR.

SC4 DELIVERY

- 4.1 The Atlanta Streetcar will order the equipment hereunder by issuing a purchase order to the Supplier. The purchase order may be issued in writing, and by electronic transmission. The purchase order will be subject to the terms and conditions of the Agreement. In the event of a conflict, the Agreement document shall have control over the purchase order.
- 4.2 The Supplier shall be responsible for arranging transportation and delivery to the location designated by the Atlanta Streetcar and provide for all costs thereof, including any demurrage, unloading, unpacking or accessories charges.

Delivery shall be made during the hours of 7:30 a.m. and 5:00 p.m. local time, Monday through Friday excluding holidays, to:

FIRM NAME _____ **SIGNATURE** _____

Atlanta Streetcar Vehicle Maintenance Facility
275 Auburn Avenue, SW
Atlanta, Georgia 30303

- 4.3 A copy of the Shipping Document will be provided to the Contract Administrator, or his designee.
- 4.4 The shipping document or bill of lading shall include the following information:
 - a. Purchase Order Number
 - b. Description of Product delivered
 - c. Date of delivery
- 4.5 Title and risk of loss shall pass to the City of Atlanta only upon its acceptance of the equipment; provided, however, that the Atlanta Streetcar shall be responsible for any damage caused after delivery while in the Atlanta Streetcar's possession and control.

SC5 PAYMENT

City of Atlanta shall endeavor to pay all undisputed charges upon receipt and acceptance of specified vehicle washing machine, and within thirty (30) days of the date of a properly rendered and delivered invoice.

- 5.1 The Supplier shall include the following information on all invoices:
 - 1. Purchase Order Number
 - 2. Description of Product delivered
 - 3. Date of delivery
 - 4. Shipping document/receiving report number
- 5.2 The invoice shall be sent or delivered in duplicate to:

CITY OF ATLANTA DEPARTMENT OF FINANCE
Accounts Payable Division
68 Mitchell Street, Suite 6100
Atlanta, Georgia 30303

and

CITY OF ATLANTA STREETCAR
55 Trinity Avenue, SW
Atlanta, Georgia 30303
Attn: Elvis G. Gibbs
Contract Administrator
eggibbs@atlantaga.gov

FIRM NAME _____ SIGNATURE _____

SC6 DRUG AND ALCOHOL POLICY

The Federal government published 49 CFR Part 32, "The Drug-Free Workplace Act of 1988," which required the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. CITY OF ATLANTA STREETCAR maintains compliance with this Act and all personnel conducting business on CITY OF ATLANTA STREETCAR property are subject to CITY OF ATLANTA STREETCAR's drug-free workplace policy guidelines.

SC7 SUSPENSION OF WORK DURING ALERTS ISSUED UNDER THE NATIONAL TERRORISM ADVISORY SERVICE (NTAS)

7.1 When the Secretary of Homeland Security announces an alert under the National Terrorism Advisory Service (NTAS), whether such alert issued publically or otherwise, the Atlanta Streetcar shall have the right to suspend or delay completion of work under this Agreement and take additional action as the Atlanta Streetcar deems necessary to secure the Atlanta Streetcar's facilities as follows:

a. Elevated Threat Alert: The Atlanta Streetcar shall have the right to delay or suspend work, as determined in its sole discretion, monitor all work areas and Supplier's personnel and equipment entering work areas until such alert expires.

b. Imminent Threat Alert: The Atlanta Streetcar shall have the right to suspend all work, as determined in its sole discretion, and to restrict or deny access to work areas until such alert expires.

7.2 The Atlanta Streetcar shall provide notice to the Supplier, as soon as is practicable, of the receipt of a NTAS Alert and the effect such alert will have upon the work of the Supplier. To facilitate the provision of such notice, the Supplier is required to provide the Program Manager with emergency contact information in the form of cell phone numbers, facsimile numbers and e-mail addresses to which such notices may be forwarded, and to keep said numbers current. Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to the Supplier that work shall be delayed or suspended in accordance with this paragraph. Any delay or suspension of work required under this paragraph shall not entitle the Supplier to any claims for additional compensation under this Agreement.

FIRM NAME _____

SIGNATURE _____

7.3 Should the Federal Transit Administration (FTA) or the Secretary of Homeland Security adopt a different method of identifying threats to homeland security, or if the FTA or the Secretary of Homeland Security adopt rules binding upon the Atlanta Streetcar for the suspension of work which differ from those set forth herein, this Agreement shall be modified by written agreement of the parties to reflect such changes.

SC8 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Supplier acknowledges and agrees 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 the City, the Supplier, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

(2) The Supplier 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 subsupplier who will be subject to its provisions.

SC9 FALSE STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD

(1) Civil Fraud. The Supplier acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract.

Upon execution of the underlying Contract, the Supplier certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make, or causes to be made, pertaining the underlying Contract or the FTA assigned project for which this Contract work is being performed. In addition to other penalties that may apply, the Supplier 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 penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Supplier to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. The Supplier 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 City under 49 U.S.C. Chapter 53 or any other Federal law, the Federal Government reserves the right to impose the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or

FIRM NAME _____

SIGNATURE _____

other applicable Federal law on the Supplier to the extent the Federal Government deems appropriate.

(3) The Supplier 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 sub-supplier who will be subject to the provisions.

SC10 SUSPENSION AND DEBARMENT

(1) This Contract is a covered transaction for purposes of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180. As such, the Supplier agrees to provide a debarment and suspension certification containing information about the debarment and suspension status of itself and its principals. The Supplier agrees that it shall refrain from entering into any contract of any amount to a debarred or suspended sub-supplier, and to obtain a similar certification from any sub-suppliers, seeking a contract exceeding \$25,000. Supplier agrees to and assures its sub-suppliers, and other participant at any tier of the underlying Contract will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any agreement or other arrangement in connection with the underlying Contract.

(2) The certification is a material representation of fact upon which reliance will be placed when this transaction is entered into. If it is later determined that the Supplier knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City may pursue available remedies, including suspension and/or debarment.

The Supplier shall provide immediate written notice to the City if at any time the Supplier learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) The Supplier also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

SC11 ENERGY CONSERVATION

The Supplier agrees to comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the

FIRM NAME _____

SIGNATURE _____

Supplier agrees to perform an energy assessment for any maintenance facility constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

SC12 TERMINATION FOR CONVENIENCE

In the event that the CITY OF ATLANTA determines that this Contract is no longer in its best interest for any reason, including but not limited to the withdrawal or otherwise unavailability of financial assistance expected to be provided by the FTA (U.S. DOT), The CITY OF ATLANTA may terminate this Contract, in whole or in part, without any liability whatsoever upon the CITY OF ATLANTA, by giving thirty (30) days written notice of its election to do so. If the Contract is terminated by the CITY OF ATLANTA, Supplier will only be paid for the Contract price for goods, equipment and supplies delivered and accepted on or before the effective date of the termination.

SC13 ACCESS TO THIRD PARTY CONTRACT RECORDS

(1) The Supplier agrees to maintain all book, 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.

In the event of litigation or settlement of claims arising from the performance of this Contract, the Supplier agrees to maintain such records until the City, the FTA Administrator, the Comptroller General, or any of the duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

During the course of this Contract and for three (3) years thereafter from the date of transmission of the final expenditure report, the Supplier agrees to maintain intact and readily accessible all data, documents, reports, records, sub-agreements, leases, third party contracts, and supporting materials related to the this Contract as the Federal Government may require, and;

(2) the Supplier agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Supplier pertaining to this Contract, as required by 49 U.S.C. § 5325(g).

SC14 CHANGES TO FEDERAL REQUIREMENTS

The Supplier 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 the City and FTA, as they may be amended or promulgated from time to time during the term

FIRM NAME _____

SIGNATURE _____

of this Contract. The Supplier's failure to so comply shall constitute a material breach of this Contract.

SC15 INCORPORATION OF FTA TERMS

All contractual provisions required by U. S. DOT or FTA, as set forth in FTA Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision thereto, 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 Contract. The Supplier shall not perform any act, fail to perform any act, or refuse to comply with any the City's requests, which would cause the City to be in violation of the FTA terms and conditions.

SC16 CIVIL RIGHTS

The following requirements apply to the underlying Contract:

(1) Nondiscrimination - In accordance with Title **V1** of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., U.S. DOT regulations, Nondiscrimination in Federally-Assisted Programs of the department of transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Supplier agree that it will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, or disability.

In addition, the Supplier agrees to comply with applicable Federal implementing regulations and other implementing regulations 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 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. § 5332, the Supplier 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," 41C.F.R. 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 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and

FIRM NAME _____

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Federal policies that may in the future affect activities undertaken in the course of the Contract.

The Supplier agrees to take affirmative action to ensure that applicants are employed, and that employees 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 Supplier agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Section 1 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (US. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625 and Federal transit law at 49 U.S.C. § 5332, the Supplier agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Supplier 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 U.S.C. §12112, the Supplier agrees that it will comply with the requirements 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, pertaining to employment of persons with disabilities. In addition, the Supplier agrees to comply with any implementing requirements FTA may issue.

(3) The Supplier also agrees to include the 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.

FIRM NAME _____

SIGNATURE _____

(EXHIBIT B)
REQUIRED FEDERAL CERTIFICATIONS

FIRM NAME _____ **SIGNATURE** _____

CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential consultant for a major third party contract), _____
_____, certifies to the best of its knowledge and belief, that it and its principals:

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

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONSULTANT FOR A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

FIRM NAME _____ SIGNATURE _____

CERTIFICATION OF LOWER-TIER PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION

The Lower-Tier Participant (potential subconsultant under a major third party contract), _____, certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONSULTANT UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

FIRM NAME _____

SIGNATURE _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her 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 a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, or the amendment or modification of any Federal contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award of all subcontracts anticipated to be of a value of \$100,000 or more and that all subcontractors 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 Section 1352, Title 31, U.S. Code. 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.

Signature: _____ Date: _____

Title: _____ Telephone No.: _____

Firm or Corporate Name: _____

Address: _____

FIRM NAME _____ **SIGNATURE** _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee tier _____, if known: Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
5. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and address of Lobbying Entity (if individual, last name, first name, MI): (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of service, including officer(s), employee(s), or Members contacted, for Payment Indicated in Item 11: * <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Title 31 U.S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL

FIRM NAME _____ SIGNATURE _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal Action, or a material change to a previous filing, pursuant to the fide 31 U. S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence and 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is an/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, suite and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loan, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulated amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es) that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services tendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying officer shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

FIRM NAME _____

SIGNATURE _____

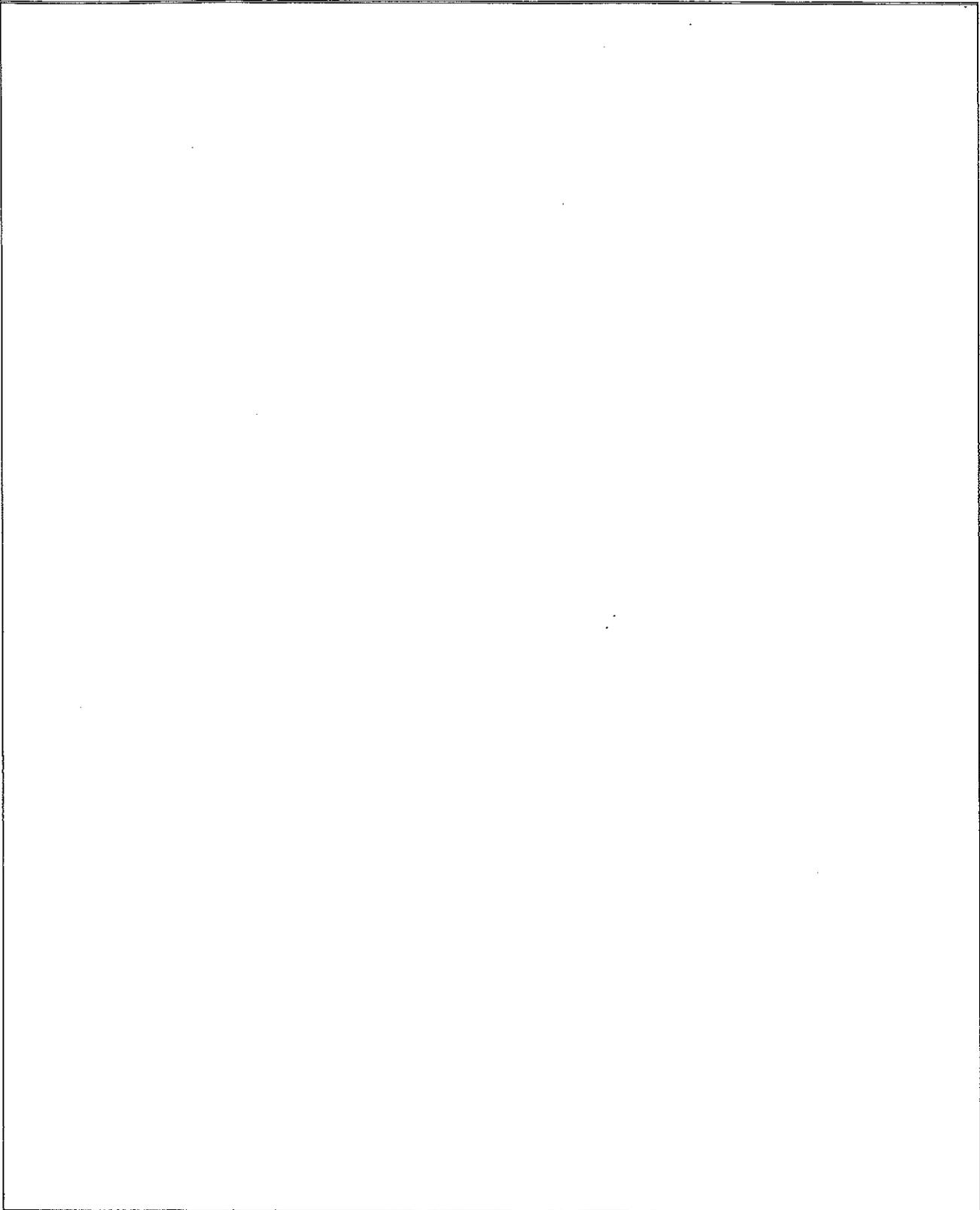
**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Page _____ of _____

Reporting
Entity: _____

FIRM NAME _____ **SIGNATURE** _____



FIRM NAME _____ SIGNATURE _____



CITY OF ATLANTA
 DEPARTMENT OF PROCUREMENT
 55 TRINITY AVENUE, SW, SUITE 1900
 ATLANTA, GEORGIA 30303-0307
 (404) 330-6204

PRICING SHEET
 BID NUMBER
 8777-PL
 Page 2 of 3

QUAN.	UNIT PRICE	TOTAL
<p>Prices will remain fixed for 12 months.</p>	<p><u>YOU MUST CHECK ONE</u></p> <p>_____</p> <p>Compliance Exception</p>	

FIRM NAME _____

SIGNATURE _____

TITLE _____

____/____/____
 DATE



CITY OF ATLANTA
 DEPARTMENT OF PROCUREMENT
 55 TRINITY AVENUE, SW, SUITE 1900
 ATLANTA, GEORGIA 30303-0307
 (404) 330-6204

PRICING SHEET
 BID NUMBER
 8777-PL
 Page 3 of 3

QUAN.	UNIT PRICE	TOTAL
<p>EXTENSIONS, TOTALS AND GRAND TOTAL, IF APPLICABLE, SHALL BE ENTERED IN SPACES PROVIDED. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.</p> <p>DELIVERY MAY BE A FACTOR IN AWARD. PLEASE STATE DELIVERY SCHEDULE IN SPACE PROVIDED BELOW. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.</p> <p><u>TERMS:</u> BIDDERS ARE REQUESTED TO QUOTE NET PRICES. NET PRICES ARE LIST PRICES LESS TRADE OR OTHER DISCOUNTS OFFERED, EXCEPT CASH DISCOUNTS. IF A CASH DISCOUNT IS OFFERED, IT MUST BE CLEARLY SHOWN IN THE SPACE PROVIDED BELOW. IN ORDER FOR YOUR CASH DISCOUNT TO BE CONSIDERED IN THE BID EVALUATION PROCESS, THE DISCOUNT PERIOD SHALL BE A <u>MINIMUM</u> OF THIRTY DAYS. ANY DISCOUNT PERIOD OFFERED OF LESS THAN THIRTY DAYS WILL NOT BE CONSIDERED IN THE BID EVALUATION PROCESS. ALL DISCOUNTS OFFERED WILL BE TAKEN IF EARNED. TIME WILL BE COMPUTED FROM THE DATE OF ACCEPTANCE AT DESTINATION OR FROM DATE A CORRECT INVOICE IS RECEIVED IF THE LATTER DATE IS LATER THAN THE DATE OF ACCEPTANCE.</p> <p>*****</p> <p>Upon request, a copy of the bid tabulation will be made available at a cost of \$.25 per page.</p> <p>*****</p> <p>IF FEDERAL EXCISE TAX APPLIES, SHOW AMOUNT OF SAME WHICH HAS ALREADY BEEN DEDUCTED IN DETERMINING YOUR NET PRICE. THE CITY IS ALSO EXEMPT FROM STATE AND LOCAL SALES TAX (UNLESS THIS AMOUNT IS SHOWN, TAX EXEMPTION CERTIFICATE CANNOT BE ISSUED AND VENDOR WILL BE RESPONSIBLE FOR PAYMENT OF TAX ON NET PRICE QUOTED).</p>	<p>_____ % _____ 30 Days</p> <p>_____ Days</p>	
		<p>TERMS</p> <p>DELIVERY: Time Required for Delivery After Receipt Order</p>

FIRM NAME _____

SIGNATURE _____ /____/____

TITLE _____ **DATE**