



Contract No. RH080307JB

**TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON**

**REQUEST FOR PROPOSAL  
FOR  
ELECTRONIC INFORMATION SIGN SYSTEM**

**CONTRACT NO. RH080307JB**

1. The Tri-County Metropolitan Transportation District of Oregon (TriMet) invites sealed proposals for the above goods and services.
2. **TriMet will receive sealed proposals at 710 NE Holladay St., Portland, OR 97232, Attention: Jackie Blyn, Contracts and Procurement Dept, until 3:00 p.m. local time on January 30, 2008.** Proposals will not be publicly opened.
3. Proposers should register on TriMet's Vendor Registration System [www.trimet.org/bidding/index.htm](http://www.trimet.org/bidding/index.htm) or the State of Oregon's e-Procurement at <http://orpin.oregon.gov>. In the event solicitation addenda are issued **only registered Proposers** will be notified via e-mail of the availability of addenda for download. **Acknowledgement of addenda will be required.**
4. **An optional pre-proposal conference will be held January 16, 2008, at 11:00 am (local time)** at 710 NE Holladay St., Portland, OR 97232. Any firm interested in participating in the pre-proposal conference via telephone must contact the Contract Administrator no later than 11:00 am (local time) on January 15th. Firms are encouraged to submit written questions in advance of the meeting. Written questions may be mailed, faxed or e-mailed.
5. All questions regarding this procurement must be directed to Jackie Blyn at 503.962.2218. Questions may be faxed to 503.962.2298 or e-mailed to [blynj@trimet.org](mailto:blynj@trimet.org).

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT  
OF OREGON

Jackie Blyn  
Contract Administrator  
Date: January 9, 2008

## **SUMMARY OF CONTENTS**

- SECTION 1 – PROPOSAL REQUIREMENTS AND CONDITIONS**
- SECTION 2 – EVALUATION OF PROPOSALS**
- SECTION 3 – GENERAL CONDITIONS**
- SECTION 4 – SPECIAL PROVISIONS**
- SECTION 5 – TECHNICAL REQUIREMENTS**
- SECTION 6 – PROPOSAL FORMS**
- SECTION 7 – SAMPLE CONTRACT**

**TABLE OF CONTENTS**

## **SECTION 1 - PROPOSAL REQUIREMENTS AND CONDITIONS**

- 1.1 Request for Proposals (RFP) (09/03)
- 1.2 Questions and Changes to RFP (07/06)
- 1.3 Pre-Contractual Expenses (09/03)
- 1.4 Multiple Proposals (09/03)
- 1.5 Late Proposals (09/03)
- 1.6 Supplements to Proposals (09/03)
- 1.7 Submission of Proposals (05/07)
- 1.8 Cancellation of RFP (09/03)
- 1.9 Confidentiality (09/03)
- 1.10 Procurement Confidentiality (09/03)
- 1.11 Administrative Remedies (09/03)

## **SECTION 2 - EVALUATION OF PROPOSALS**

- 2.1 Evaluation Criteria (07/04)
- 2.2 Evaluation Procedure (09/03)
- 2.3 Notice to Unsuccessful Proposers (09/03)
- 2.4 Cost Analysis (09/03)
- 2.5 Compensation (09/03)
- 2.6 Board Approval (09/03)
- 2.7 Procurement Schedule

## **SECTION 3 - GENERAL CONDITIONS**

- 3.1 Contractor's Status and General Responsibilities (06/03)
- 3.2 Notices and Communications (06/03)
- 3.3 Assignment and Subcontracting (06/03)
- 3.4 Indemnification (06/03)
- 3.5 Prompt Payment (06/03)
- 3.6 Compliance with Laws and Regulations (06/03)
- 3.7 Liens Prohibited (06/03)
- 3.8 Safety (06/03)
- 3.9 Prohibited Interests (10/04)
- 3.10 Integration, Modification and Administrative Changes (06/03)
- 3.11 Severability/Survivability (06/03)
- 3.12 Waiver and Non-Waiver (06/05)
- 3.13 Termination for Default (08/03)
- 3.14 Termination for Convenience (06/03)
- 3.15 Intellectual Property (06/03)
- 3.16 Acceptance, Rejection and Revocation of Acceptance (06/03)
- 3.17 Inspection of Supplies/Services (06/03)
- 3.18 Title and Risk of Loss (06/03)
- 3.19 Work Product (06/03)
- 3.20 Paragraph Headings and Other Titles (06/03)
- 3.21 Audit and Inspection of Records (06/03)
- 3.22 Mediation (03/07)
- 3.23 Applicable Law and Jurisdiction (06/03)
- 3.24 Nondiscrimination (06/03)
- 3.26 TriMet Facility Security (07/05)

## **SECTION 4 - SPECIAL PROVISIONS**

### **Special Proposal Provisions**

- 4A.1 One Award
- 4A.2 Unnecessarily Elaborate Proposal
- 4A.3 Reference Questionnaire
- 4A.4 Detailed Description of Supplies/Services
- 4A.5 Inclusion of Costs
- 4A.6 Inclusion of Option Pricing

Exhibit 4A Reference Questionnaire Form

### **Special Contract Conditions**

- 4B.1 Term
- 4B.2 Federal Requirements
- 4B.3 Type of Contract
- 4B.4 Payment
- 4B.5 Audit & Records -- Negotiation
- 4B.6 Insurance
- 4B.7 Project Managers
- 4B.8 Notice of Award
- 4B.9 Hours of Labor
- 4B.10 Time of Essence
- 4B.11 Intergovernmental Cooperative Agreement (04/05)
- 4B.12 Warranties
- 4B.13 Time of Completion
- 4B.14 Workforce Diversity
- 4B.15 Packaging Sustainability

Exhibit 4B Federal Requirements

Exhibit 4C Vendor Payment/Set-Up Form

## **SECTION 5 – TECHNICAL REQUIREMENTS**

### **SECTION 6 - PROPOSAL FORMS**

- 6.1 Form of Business
- 6.2 Receipt of Addenda
- 6.3 Tax Compliance Certificate
- 6.4 Debarment Certificate
- 6.5 Lobbying Certificate
- 6.6 Cargo Preference Certificate
- 6.7 Buy America Certificate
- 6.8 Proposal Pricing Form

## **SECTION 7 - SAMPLE CONTRACT**

## **SECTION 1 - PROPOSAL REQUIREMENTS AND CONDITIONS**

### **1.1 Request for Proposals (RFP) (09/03)**

The Tri-County Metropolitan Transportation District of Oregon (hereinafter "TriMet") requests proposals for providing Marketing and Advertising Services. This RFP sets forth the minimum requirements that all proposals shall meet. Failure to submit proposals in accordance with this RFP may result in rejection of the proposal. This RFP is issued by the Procurement & Contracts Department. All communications pertaining to this RFP shall be directed to TriMet, Procurement & Contracts Department, 710 NE Holladay St., Portland, Oregon 97232; Attn: Jackie Blyn, phone, 503.962.2218 or E-mail, [blynj@trimet.org](mailto:blynj@trimet.org).

TriMet reserves the right to analyze, examine and interpret any proposal for a period of not more than ninety (90) days, commencing from the proposal due date and time. Proposals shall not be conditioned to allow for less than a ninety (90) day acceptance period.

### **1.2 Questions and Changes to RFP (07/06)**

TriMet reserves the right to make changes to the RFP. All changes to the RFP, prior to receipt of proposals shall be electronically posted to TriMet's Vendor Registration System, which can be accessed at [www.trimet.org/bidding/index.htm](http://www.trimet.org/bidding/index.htm) or The State of Oregon's e-Procurement at <http://orpin.Oregon.gov>. While TriMet is confident in the full functionality of these systems, as a legal matter, notification services offered through the site are not guaranteed and users of the notification service are ultimately responsible for reviewing postings to the site. Failure to acknowledge receipt of an addendum may cause a proposal to be rejected as non-responsive. Following receipt of proposals, any changes to TriMet's RFP will be conveyed in writing by TriMet to those Proposers determined to be in the competitive range.

Proposers may submit questions, request clarification, or request a change to the RFP by submitting a written request to the address set forth above. The request shall specify the provision of the RFP in question, and, if a change is requested, contain an explanation for the requested change. If the requested change is to the Technical Specifications and/or Scope of Services, the request must be submitted at least seven (7) business days prior to the date set for receipt of proposals. TriMet may decline to respond to questions or change requests received less than seven (7) business days before the date set for receipt of proposals.

TriMet shall evaluate any question or request submitted, but reserves the right to determine whether to respond or accept the requested change.

Proposers shall not rely on oral or written representations regarding this RFP unless issued in writing as an addendum by the Procurement & Contracts Department.

### **1.3 Pre-Contractual Expenses (09/03)**

Pre-contractual expenses are defined as expenses incurred by the Proposer in: 1) preparing its proposal in response to the RFP; 2) submitting that proposal to TriMet; 3) negotiating any matter related to this proposal with TriMet; or 4) any other expenses incurred by the Proposer prior to the date of award, if any, of the proposed contract.

TriMet shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of a proposal.

#### 1.4 Multiple Proposals (09/03)

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

#### 1.5 Late Proposals (09/03)

A proposal is late if TriMet receives it after the deadline stated in this RFP for delivery of proposals. A proposal shall be deemed received by TriMet when a representative of TriMet's Procurement & Contracts Department has physically received it. Delays due to mail handling, including but not limited to TriMet's internal mail handling, will not excuse late delivery of a proposal.

#### 1.6 Supplements to Proposals (09/03)

If any proposal indicates minor noncompliance or variance with the RFP, TriMet may, but need not, request that the proposal be supplemented.

If requested, the Proposer may submit a supplement to the proposal responsive to such a request within the time period established in such request, which TriMet will receive and evaluate in conjunction with the proposal. Supplements shall not be considered to be Best and Final Offers unless so indicated.

#### 1.7 Submission of Proposals (05/07)

**Proposals must be submitted no later than 3:00 p.m. (local time), January 30, 2008.**

Proposals must be submitted as follows:

- A. Printed using duplexing / double sided printing and sustainable materials as long as this presentation does not prevent a reader from clearly understanding the proposal.
- B. One (1) original and six (6) copies of the technical proposal. The original must be unbound, for easy photocopy reproduction.
- C. One (1) copy of the price proposal in a separate sealed envelope.
- D. One (1) electronic PDF format version of the proposal on compact disc (CD) for archiving.
- E. Submit with a cover letter to:

Procurement & Contracts Department  
Tri-County Metropolitan Transportation District of Oregon  
710 NE Holladay St.  
Portland, OR 97232  
Attn: Jackie Blyn

In the event of any conflicts between the hard copy and electronic CD copy, the hard copy will prevail.

To ensure proper identification and handling, mark the Proposal "**RFP No. RH080307JB**" on the lower left hand portion of the container with the date and hour due.

1.8 Cancellation of RFP (09/03)

TriMet reserves the right to cancel this RFP at any time without liability prior to execution of a contract by TriMet.

1.9 Confidentiality (09/03)

It is in the public interest for TriMet to receive as many proposals as possible. TriMet acknowledges the possible confidential nature of any cost or price information requested by the Request for Proposals, and TriMet obliges itself in good faith not to disclose such information during the evaluation process. After contract award, disclosure of information shall be made only in accordance with Oregon law and applicable Federal requirements.

TriMet shall not disclose the number of proposals received or the identity of Proposers until after contract award.

1.10 Procurement Confidentiality (09/03)

Proposers are cautioned that until submission of their proposal, they may have contact with only those District representatives, agents, or personnel designated in writing within this RFP. Discussions or communications in any capacity with SEC Committee Members, Project Managers, District employees, its contractors, or members of the Board of Directors, are strictly prohibited. Any violation of this restriction may result in disqualification of the Proposer from further participation in this procurement and from award of any contract or subcontract under this solicitation.

1.11 Administrative Remedies (09/03)

A Proposer may seek administrative remedies under Proposal Protest Procedures of TriMet's Contracting Procedures. Copies of TriMet's Protest Procedures are available upon request from TriMet's Procurement & Contracts Department PD4, Fourth Floor, 4012 S.E. 17th Avenue, Portland, Oregon 97202.

**END OF SECTION 1 - PROPOSAL REQUIREMENTS AND CONDITIONS**

## SECTION 2 - EVALUATION OF PROPOSALS

### 2.1 Evaluation Criteria

#### A. Format of Proposals (07/04)

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Submission of technical literature, display charts, or other supplemental materials is the responsibility and within the discretion of the Proposer.

- (1) Proposers shall submit proposals as set forth in Paragraph 1.7, Submission of Proposals.
- (2) Proposers are cautioned not to minimize the importance of an adequate response in any area.
- (3) Technical proposal documents shall be sectionalized as described below. Each section should be preceded by a blank page with an index tab extending beyond the far right side of the page. The index tab shall have the appropriate section number typed thereon.

#### B. Content of Technical Proposals (09/03)

At a minimum, the items described in each section below shall be addressed. Points will be awarded based on the Proposer's past performance for services relevant to TriMet's needs. Provide the following information:

##### (1) **Technical Proposal and Work Plan-Section 1 – (Maximum 60 Points)**

(a) Introduction and References (5 Points): Provide an introduction of the Proposer, and/or an introduction of all members who may be involved in this contract. Describe primary business experience of the Proposer, the Proposer's overall mission statement, length of time in business, ownership, the location of office(s), telephone number, e-mail address, web-site address and other information Proposer might deem pertinent and introductory in nature. Company resumes are acceptable, as long as all information requested is provided. **A primary contact person for solicitation purposes with phone number, e-mail address and fax number must be included.**

References: The Proposer shall provide a minimum of three references for a similar type of work. Proposer shall forward the reference questionnaire (See Section 4A-3 and Exhibit 4A) to those references for completion, to be returned **directly to TriMet by the time and date stated on the reference questionnaire.**

(b) System Software (20 Points): In this section, the Proposer shall explain how the system will be designed and implemented, the specifications of the system that will be provided, and how the proposed software shall meet the Technical Requirements. Proposer shall address modes of use for each class of TriMet users.

(c) System Hardware (20 Points): In this section, the Proposer shall describe electronic signs as proposed and how the proposed signs shall meet the



Technical Requirements. Explain basic functions and standard reports that will be provided by the system as well as the ad-hoc reporting element.

(d) System Demonstration (10 Points): Proposers shall provide a system demonstration in Portland, Oregon. Provide examples of sign visual effect and graphics capabilities. Describe how TriMet's data will be integrated with the proposed system, including scrolling to handle data that exceeds sign space available. Demonstrate all tools required to add TriMet data feeds to the system. Demonstrate all tools required to customize and alter the presentation of the sign. Demonstrate all tools required to monitor the system and its operation, to deploy advertisements, and to report on verification of advertisement delivery. Demonstrate an outdoor sign of similar type to that proposed.

(e) Project Implementation (5 Points): Describe the work plan for implementation of the system within the stated time frame, as well as the type and amount of support and training available to the TriMet system installers and system users. Further, explain how the Proposer will update the system during the support period and ensure that compliance issues are met. Describe the types of training proposed (i.e., DVD, Online, in-person, etc.) and how much training will be required for system users to use and maintain the system.

(2) **Technical Proposal-Section 2 - Exceptions or Deviations**

This section shall contain any exceptions or deviations from the requirements set forth in the RFP. Technical exceptions or deviations shall be segregated from exceptions or deviations to the contractual terms and conditions. Where the Proposer wishes to propose alternative technical approaches, these alternatives shall be thoroughly explained.

C. **Price Proposal/Cost (40 Points)**

(1) Points will be mathematically calculated based upon the reasonableness of the proposed price for the work to be performed and the competitiveness of the price with other proposals received.

All of the price related points will be awarded based on relative competitiveness of prices offered for the total of base and optional items listed on Form 6.8 (Proposal Pricing Form).

(2) The Proposal pricing forms, and all other forms included in Section 6 of the RFP, shall be submitted in a sealed envelope, separate and apart from the proposal document, and must be clearly marked "**PRICE PROPOSAL.**" **Only the original of the Section 6 forms are required to be submitted.** No copies are needed. Include Proposer name on the price proposal envelope.

2.2 **Evaluation Procedure (09/03)**

A. A Source Evaluation Committee (SEC) will be appointed to evaluate proposals. The SEC will employ only those evaluation criteria set forth in Section 2.1 of this RFP or in addenda that may be issued. An evaluation criterion is deemed to include any unstated "sub-criterion" that logically might be included within the scope of the stated criterion.

B. Only those proposals determined by the SEC to be within the competitive range will be considered for award. The SEC will determine which proposals are within the competitive range in accordance with the evaluation criteria and points set forth in Section 2.1 above.

C. To determine the competitive range, the SEC shall evaluate and score technical proposals, and select those Proposers technically qualified to perform the work irrespective of price. (**Note:** *This process will be completed after the System Demonstration referred to in Section 2.1 B. is performed by all Proposers.*) TriMet shall then open the price proposals of only those Proposers technically qualified to perform the work, and each price proposal shall be evaluated and scored on the basis of a 40-point maximum for the price structure most advantageous to TriMet. The sum total points scored on both the technical and price will be considered in determining the competitive range. After determination of the competitive range, the SEC shall determine whether acceptance of the most favorable initial proposal(s) without discussion is appropriate, or whether discussion should be conducted with all Proposers submitting proposals within the competitive range.

D. If award determination is made based upon the most favorable initial proposal(s), the SEC reserves the right to perform or have performed a cost analysis of the apparent successful proposal(s) before determining to proceed with a recommendation for award.

E. TriMet reserves the right to make changes to the RFP during discussions/negotiations. Any changes to the RFP shall be distributed to all Proposers remaining within the competitive range at the time the change is made.

F. If the SEC elects to enter into discussions with Proposers, each Proposer remaining within the competitive range at the close of discussions/negotiations will be allowed to submit a final supplement denominated the "Best and Final Offer (BAFO)." Any changes to the Proposer's initial technical or price proposals, including any issues addressed in discussions, must be submitted in writing in the BAFO in order to be considered by the SEC. The SEC will evaluate the BAFOs utilizing the evaluation criteria at Section 2.1 and make a recommendation for award.

G. TriMet reserves the right to investigate the qualifications of all Proposers under consideration and to Proposer any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. TriMet reserves the right to visit sites where work of a similar nature has been performed by the Proposer and/or visit the Proposer's work facility or request a system demonstration during the evaluation period.

H. TriMet's General Manager shall have full authority over TriMet's source selection and decision to award, subject to applicable Board policy.

### 2.3 Notice to Unsuccessful Proposers (09/03)

Following contract award, TriMet may inform unsuccessful Proposers of:

- (1) The number of proposals TriMet received;
- (2) The name and address of the successful Proposer; and
- (3) The total contract price, including descriptions of items, quantities, and unit prices, if practical.

TriMet will attempt to give the notice under this paragraph promptly after contract award. TriMet's failure to give that notice shall not be deemed to affect the validity of the contract.

#### 2.4 Cost Analysis (09/03)

TriMet may perform a cost analysis upon receipt of proposals. Each Proposer must submit cost data in a format acceptable to TriMet. Allowability of costs will be determined in accordance with the Federal Acquisition Regulations.

#### 2.5 Compensation (09/03)

TriMet will not enter into a contract where compensation is based upon cost plus a percentage of cost. Compensation will be at the prices set forth in the successful Proposer's initial proposal and/or best and final offer.

#### 2.6 Board Approval (09/03)

Approval by TriMet's Board of Directors is required at the following thresholds:

- A. \$150,000 for Personal Services Contracts
- B. \$250,000 for goods and ordinary services contracts when the contract has been solicited by other means than a formal Invitation for Bid process.
- C. \$500,000 for goods and ordinary services contracts when the contract has been solicited by a formal Invitation for Bid process.

Revenue contracts are approved or delegated for approval by TriMet's General Manager.

#### 2.7 Anticipated Procurement Schedule

Issue RFP:	January 9, 2008
Pre-Proposal Conference:	January 16, 2008
Proposals Due to TriMet:	January 30, 2008
Evaluation of Proposals:	beginning Jan. 31, 2008
Notice of Intent to Award:	on or around Feb. 18, 2008
Obtain TriMet Board Approval for Contract Award:	February 27, 2008
Contract Award:	February 29, 2008
Issue Notice to Proceed:	March 3, 2008

This schedule is subject to change.

**END OF SECTION 2 - EVALUATION OF PROPOSALS**

## **SECTION 3 - GENERAL CONDITIONS**

### **3.1 Contractor's Status and General Responsibilities (06/03)**

Contractor is an independent Contractor for all purposes and is entitled to no compensation from TriMet other than that provided by this contract. Contractor shall inform TriMet of Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not officers, employees or agents of TriMet as those terms are used in ORS 30.265. The Contractor, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of TriMet for any purpose whatsoever, nor are they authorized to do so.

Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this contract specifically provides otherwise. Contractor shall supervise and direct contract performance using its best skill, and shall be responsible for selecting the means of contract performance. If, during or after the term of this contract, Contractor learns of any actual or potential defect in the services provided under this contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this contract or of Federal, state, or local law, Contractor shall inform TriMet immediately in writing with a full description of the defect, problem, or nonconformance.

### **3.2 Notices and Communications (06/03)**

All notices and other communications concerning this contract shall be written in English and shall bear the contract number assigned by TriMet. Notices and other communications may be delivered personally, by telegram, facsimile, or by regular, certified or registered mail. A notice to TriMet will be effective only if it is delivered to that person designated in writing in either a) the Notice of Award of this contract, b) the Notice to Proceed under this contract, or c) to another individual specifically designated by this contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the contract or in a written notice to TriMet.

### **3.3 Assignment and Sub-Contracting (06/03)**

Contractor shall not assign any of its rights or subcontract any of its responsibilities under this contract without the prior written consent of TriMet. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

### **3.4 Indemnification (06/03)**

To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless and defend TriMet, its directors, officers, and employees from and against all claims, damages, losses, attorney fees and expenses incidental to the investigation and defense thereof, based upon or arising out of or incidental to damages or injuries to persons or property, caused by the

fault or negligence in whole or in part of contractor, its agents, contractors, sub-contractors, or employees from the performance of the work.

This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which TriMet and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, TriMet may in its sole discretion reserve, retain or apply any monies due to the Contractor under the contract for the purpose of resolving such claims; provided, however, that TriMet may release such funds if the Contractor provides TriMet with adequate assurance of the protection of TriMet's interests. TriMet shall be the sole judge of whether such assurances are adequate.

### 3.5 Prompt Payment (06/03)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from TriMet. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of TriMet.

### 3.6 Compliance with Laws and Regulations (03/05)

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.230, 279B.235, 279C.505, and 279C.515, which are hereby incorporated by reference.

Contractor acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to contractors when performing certain work on behalf of TriMet under contract and that the individual employees and agents of Contractor may be treated as public officials under ORS 244.020 (15). Contractor agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to Contractor's control when performing work under this Contract.

### 3.7 Liens Prohibited (06/03)

Contractor shall not permit any lien or claim to be filed or prosecuted against TriMet, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at Contractor's sole expense.

### 3.8 Safety (06/03)

Notwithstanding any safety provisions elsewhere in this contract, and in addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are standard in the industry and/or that are required by TriMet's Safety Department.

### 3.9 Prohibited Interests (10/04)

A. No TriMet Board member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned) shall have any direct or indirect interest in this contract or its proceeds during, or within one year after, that person's tenure with TriMet, except to the extent such interest is permitted and disclosed as may be required under applicable law and TriMet policy.

B. No TriMet Board member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and Contractor shall not offer or give to any TriMet Board member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned), any gratuities, favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and TriMet policy.

C. No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

### 3.10 Integration, Modification, and Administrative Changes (06/03)

This contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This contract may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. TriMet reserves the right to make administrative changes to the contract unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

### 3.11 Severability/Survivability (06/03)

If any of the provisions contained in this Agreement are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are effected. All provisions concerning indemnity survive the termination or expiration of this contract for any cause.

### 3.12 Waiver and Nonwaiver (06/03)

A waiver by one party of a right to a remedy for breach of this contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. TriMet's acceptance of goods or services, or payment under this contract, shall not preclude TriMet from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this contract.

Both parties having had the opportunity to consult an attorney regarding the provisions of this contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

### 3.13 Termination for Default (08/05)

A. TriMet may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of

this contract; or (iii) Perform any of the other provisions of this contract.

B. TriMet's right to terminate this contract under subdivision (A) of this clause may only be exercised if the Contractor does not cure such failure within 10 calendar days (or more if authorized in writing by the Contract Administrator) after receipt of the notice from the Contract Administrator specifying the failure.

C. If TriMet terminates this contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to TriMet for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

D. Contractor shall be paid the contract price only for completed supplies or services delivered and accepted. If it is later determined by TriMet that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, TriMet may allow Contractor to continue work, or may treat the termination as a termination for convenience.

E. The rights and remedies of TriMet in this Article are in addition to any other rights and remedies provided by law or under this Contract.

### 3.14 Termination for Convenience (06/03)

TriMet may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in TriMet's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. TriMet will not be responsible for payment for any work performed after the time of termination. After termination, the Contractor shall promptly submit to TriMet its termination claim for payment. If the Contractor has any property in its possession belonging to TriMet, the Contractor will account for the same, and return it to TriMet in the manner that TriMet directs.

### 3.15 Intellectual Property (06/03)

Contractor shall hold harmless, defend and indemnify TriMet, its directors, officers, employees and agents from any loss of any kind, based on a claim that the work performed, or products provided hereunder, including material(s) or any part thereof, constitutes infringement of any patent, trademark, trade-name, copyright, trade secret, or other intellectual property infringement, including but not limited to claims arising out of the manufacture, sale or use of such work, products or materials. Such indemnification shall include all damages and costs incurred by TriMet as the result of the claim, including attorney fees and expert witness fees.

### 3.16 Acceptance, Rejection, and Revocation of Acceptance (06/03)

If this contract is for the supply of goods or equipment, then TriMet shall be deemed to have accepted goods only after the goods have been delivered by Contractor, and TriMet has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, TriMet may reject any goods that fail to conform to the requirements of this contract. TriMet may revoke its acceptance of goods that fail to conform to this contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if TriMet has started using the goods before discovering

that they do not conform to the contract. Upon request by TriMet, Contractor shall replace or repair to TriMet's satisfaction any goods that have been rejected by TriMet or the acceptance of which has been revoked by TriMet under this Paragraph. Failure to replace or repair those goods within a reasonable time after TriMet's request shall be a material breach of this contract.

### 3.17 Inspection of Services (06/03)

A. TriMet has the right to inspect and test all supplies/services called for under the contract, to the extent practicable, at all times and places during the term of the contract. TriMet shall perform inspections and tests in a manner that will not unduly delay the work.

B. If any of the supplies or services do not conform with contract requirements, TriMet may require the Contractor to replace the supplies or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in supplies or services cannot be corrected by re-performance, TriMet may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the supplies/services performed.

C. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, TriMet may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by TriMet or (2) terminate the contract for default.

### 3.18 Title and Risk of Loss (06/03)

If this contract is for the supply of goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by TriMet and an authorized TriMet employee or agent has taken possession of them. Title to goods shall pass to TriMet upon TriMet's payment for those goods. If this contract is for the rental or lease of Contractor's goods, the Contractor shall bear the risk of loss to Contractor's goods. Contractor agrees to carry insurance to cover any such losses. Title to the Contractor's goods shall remain with Contractor while goods are in TriMet's possession. If this contract is for the repair or servicing of TriMet owned goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by TriMet and an authorized TriMet employee or agent has taken possession of them. Title to TriMet owned goods shall remain with TriMet while goods are in Contractor's possession. Contractor agrees to carry insurance to cover any losses/damages to TriMet's goods while in Contractor's possession.

### 3.19 Work Product (06/03)

All work product of Contractor that results from this Agreement (the "Work Product") is the exclusive property of TriMet. Work Product shall include but not be limited to all data, information in any form, documents, research, analysis and other any work subject to intellectual property laws and doctrines. TriMet and Contractor intend that such Work Product be deemed "work for hire" of which TriMet shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to TriMet all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as TriMet may reasonably request in order to fully document such vested rights in TriMet. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all



rights arising under 17 USC Section 106A or any other rights of identification or authorship or rights of approval, restriction or limitation on use or subsequent modifications.

### 3.20 Paragraph Headings and Other Titles (06/03)

The parties agree that paragraph headings and other titles used in this contract are for convenience only, and are not to be used to interpret this contract.

### 3.21 Audit and Inspection of Records (06/03)

A. Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of TriMet, the U.S. Department of Transportation, the Oregon Secretary of State and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.

B. Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Section excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described in subparagraphs A and B of this Section for records that relate to (1) disputes between TriMet and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

### 3.22 Mediation (03/07)

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

### 3.23 Applicable Law and Jurisdiction (06/03)

This contract shall be governed by Oregon law, without resort to any jurisdiction's conflicts of law principles, rules or doctrines. Any suit or action arising from this contract shall be commenced and prosecuted in the courts of Multnomah County, Oregon or the U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

### 3.24 Nondiscrimination

During the term of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability or national origin.

### 3.25 TriMet Facility Security (07/05)

A. TriMet policy is that all persons inside the perimeter of TriMet buildings and yards must display TriMet-issued badges upon their person. Contractor employees who are required to access TriMet buildings or yards to perform the requirements of this contract shall comply with this requirement. If such access shall be occasional and during regular business hours, badges shall be "Visitor Pass" type, for which Contractor's employees shall sign-in, show picture ID, and sign-out for according to reception procedures in effect at the respective TriMet building/yard, each instance when access is required. If Contractor's employees shall need access frequently over an extended period, and/or consistently at times other than regular business hours, badges shall be "Contractor Badge" type, which TriMet's project manager shall obtain for Contractor's employees. Contractor shall coordinate TriMet-issued badge requirements with TriMet's project manager within 10 days of contract award. Contractor is responsible for compliance by each of Contractor's employees with all TriMet facility security access control procedures. Contractor is responsible for the return of all "Contractor Badges" at the time of contract expiration or termination. Contractor Badges are initially provided at no charge; however, any badges not returned as required will result in a \$100 per badge charge to Contractor. This charge will be deducted from the final payment invoice.

B. Contractor Badges are for identification and building/yard access only. If Contractor employees are required to ride transit as part of the contractual requirements, TriMet's project manager will obtain tickets or passes for this purpose.

C. Contractors that require vehicular access to TriMet operations facilities shall comply with vehicle access control procedures in effect at the site. Any vehicular access to a TriMet operations facility by a non-TriMet vehicle is by permission only, and via designated gates and roadways only. Contractor's vehicle drivers shall comply with site-specific vehicle access control procedures, including the Visitor Pass procedure (described in paragraph A of this section) or display of TriMet-issued Contractor Badges, for all vehicle occupants.

D. All Contractor employees not displaying a TriMet-issued Visitor Pass or Contractor Badge while inside a TriMet building or yard may be required to display photo identification while on TriMet premises, upon request by any TriMet employee, and/or required to immediately obtain a Visitor Pass. Non-compliance by Contractor employees with these requirements may result in forceable removal of Contractor employees from TriMet buildings/yards and/or arrest for trespass.

E. Before TriMet grants Contractor employees access to TriMet property under this Agreement or at any time thereafter, in accordance with applicable laws and TriMet requirements, TriMet reserves the right to: (1) conduct or obtain, or require Contractor to conduct or obtain background checks on Contractor's employees; (2) have Contractor require its subcontractors to conduct or obtain background checks on their respective employees; and (3) require Contractor to provide written certification and documentation as determined by TriMet evidencing compliance with these requirements.

F. Performance of this contract may require access to Sensitive Security Information (SSI) that is controlled under 49 CFR 1520. Only persons who have a "need to know" as defined in 49 CFR § 15.11 may access SSI. In addition, persons in possession of SSI have duties as described in 49 CFR § 15.9, including:

- take reasonable steps to safeguard SSI in that person's possession or control from unauthorized disclosure;
- secure SSI, such as in a locked desk or file cabinet or in a locked room;
- only disclose, or provide access to SSI, to persons who have a "need to know";
- report any unauthorized disclosure of SSI to a proper government agency, at the time of becoming aware of such improper disclosure;
- refer requests by other persons for SSI, to a proper government agency;
- mark SSI, as specified in 49 CFR § 15.13; this includes taking steps to properly mark SSI upon receipt of it, if it was not properly so marked when received, and informing the sender of SSI marking responsibilities; when disposing of SSI, do so as specified in 49 CFR § 15.19.

**END OF SECTION 3 - GENERAL CONDITIONS**

## **SECTION 4 - SPECIAL PROVISIONS**

### **A. SPECIAL PROPOSAL PROVISIONS**

#### **4A.1 One Award**

TriMet anticipates one contract award as a result of this solicitation. Multiple contract awards shall not be made.

#### **4A.2 Unnecessarily Elaborate Proposal**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the firm's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor required.

#### **4A.3 Reference Questionnaire**

Proposers shall provide a copy of the reference questionnaire to each of the minimum of three (3) listed references required by Section 2.1(B)(1)(a), References. References shall be directed to return the questionnaire to TriMet by 5:00pm, Tuesday, January 29, 2008. Reference questionnaires may be faxed to Jackie Blyn, 503.962.2298. These reference questionnaires shall be used as part of the evaluation of past performance. The Proposer is not liable for return, or lack thereof, of the questionnaires, but should urge references to return the questionnaire in sufficient time to allow TriMet's full and complete evaluation of the Proposer's past performance. The reference questionnaire is attached as Exhibit A to this section.

#### **4A.4 Detailed Description of Supplies/Services**

Firms are cautioned that the item descriptions on the price form are not intended as complete descriptions of the required supplies or services to be purchased under this solicitation. Each firm must consult the Specifications or Statement of Work sections of the solicitation document for complete descriptions of the required supplies or services.

#### **4A.5 Inclusion of Costs**

The line item proposal prices must include any incidental expenses including, but not limited to indirect costs, overhead, insurance, gas and other ordinary expenses or other incidental costs.

#### **4A.6 Inclusion of Option Pricing in Evaluation of Proposals**

TriMet shall evaluate bids for award purposes by including the total price for the basic requirement together with any option pricing; i.e., option pricing will be included in the evaluation for award purposes. Optional items shall not necessarily be purchased under this solicitation.

**END OF SECTION 4A**

**Contract No. RH080307JB**

**EXHIBIT A : REFERENCE QUESTIONNAIRE**

PLEASE MAIL OR FAX FOR RECIEPT NO LATER THAN 5:00pm on Tuesday, January 29, 2008.

To Whom It May Concern:

Your company has been listed as a reference for \_\_\_\_\_(Contractor name). This company is proposing or is part of a proposal for providing an Electronic Information Sign System for the Tri-County Metropolitan Transportation District of Oregon ("TriMet").

Please provide complete information as requested below. This information will be utilized to determine past performance on similar work and could impact the final award of the contract for the referenced work. Attach separate pages if necessary.

1. What type of work does your firm perform?
2. What type of work did the contractor do for you?
3. How long have you worked with the Contractor?
4. How often did you meet with your contractor? Please describe how the work was managed.
5. Were you satisfied with the product/performance? Did it produce the results you desired?
6. How would you describe your relationship with the contractor:
7. Was the contractor able to produce projects on time and within the budget?Please describe the average time frame and how often the contractor was able to meet those requirements.
8. Were there any major problems and if so, how were they solved?

9. What is the Contractor's greatest strength? Weakness?
  
10. How did the Contractor respond to daily questions regarding support, training integration with current systems and implementation?
  
11. Would you use this Contractor again?
  
12. Other Comments:

Respondent Name: \_\_\_\_\_

Respondent Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

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

\*\*\*Please mail or fax this survey directly to Jackie Blyn, TriMet, 710 NE Holladay St., Portland, OR 97232. Fax Number 503.962.2298. Please respond no later than 5:00pm on Tuesday, January 29, 2008. Information gathered from the responses received will be utilized to evaluate past performance of this contractor. If you have questions regarding this questionnaire or its use, please contact Jackie Blyn at 503.962.2218 or [blynj@trimet.org](mailto:blynj@trimet.org).

## 4B. SPECIAL CONTRACT PROVISIONS

### 4B.1 Term

Unless terminated sooner under the provisions of this contract, the base term of the contract shall be from February 29, 2008 through September 30, 2009.

### 4B.2 Federal Requirements

This contract is funded in part under a financial assistance agreement between TriMet and the U.S. Department of Transportation, Federal Transit Administration (FTA). This contract is subject to all provisions prescribed for third party contracts by that financial assistance agreement, including, but not necessarily limited to, the provisions in Exhibit 4B, which is attached to this Section and made a part of this contract.

### 4B.3 Type of Contract

This is a definite quantity/definite delivery (firm/fixed price) contract for the supplies or services specified during the base term of the contract. TriMet shall purchase the quantity of supplies or services specified elsewhere in this contract and the Contractor shall deliver them in accordance with the terms and conditions stipulated in this contract.

### 4B.4 Payment

TriMet shall pay the Contractor, upon the submission of proper invoices, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. TriMet shall pay the contractor within thirty (30) days of the receipt of a proper invoice.

Notwithstanding any other additional requirements of this contract, invoices shall contain the *contract number, the date(s) goods or services were furnished, and an itemized breakdown showing hourly rates and hours worked*. All invoices shall be submitted to TriMet's Finance Department as follows:

TriMet Finance Department  
Attn: Accounts Payable  
4012 SE 17th Avenue  
Portland, OR 97202

Failure to strictly comply with this provision may result in a delay in payment.

**TriMet no longer offers payment by check. In order to enter into this contract, Contractor must be willing to accept payment via ACH (Automatic Clearing House). TriMet will not execute this contract without the required information being provided on the sample Vendor/Payment Setup Form attached as Exhibit 4C. A completed Setup Form will be submitted by the Contractor at the time a signed contract is returned to TriMet.**

### 4B.5 Audit and Records -- Negotiation

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* The Contractor shall maintain and TriMet, or an authorized representative of TriMet, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times and places engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, TriMet, or an authorized representative of TriMet, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to –
- (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- (d) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), and (c), of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition --
- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and
  - (2) Records relating to disputes, litigation or the settlement of claims arising under or relating to this contract shall be made available until such disputes, litigation, or claims are finally resolved.
- (e) The Contractor shall insert a clause containing all the terms of this clause, in all subcontracts under this contract that exceed \$100,000.

#### 4B.6 Insurance

During the term of this contract, Contractor shall purchase and maintain any insurance required by this contract. Contractor shall furnish acceptable certificates of insurance to TriMet within ten (10) days after award of this contract, and prior to commencement of any contract work. Contractor shall indemnify TriMet for any liability or damages that TriMet may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall be responsible for the payment of all premiums and deductibles.

Contractor shall maintain insurance of the types and in the amounts described below.



- (1) **Commercial General Liability Insurance**  
Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence. If Contractor is self-insured, Contractor must provide documentation to satisfy this requirement.
- (2) **Business Auto Liability Insurance**  
Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
- (3) **Worker's Compensation Insurance**  
Contractor shall maintain worker's compensation and employer's liability insurance as required by ORS Chapter 656. The employer's liability limit shall not be less than \$500,000 each accident for bodily injury by an accident and \$500,000 each employee for bodily injury by disease. The worker's compensation limit shall be equivalent to or better than the Oregon Statutory limits.

Contractor shall furnish TriMet with a certificate(s) of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above. If contractor is self insured, contractor shall furnish TriMet with a letter stating the basis for the exemption.

Failure of TriMet to demand such certificate or other evidence of full compliance with these insurance requirements or failure of TriMet to identify a deficiency from evidence that is provided shall not be construed as a waiver of contractors obligation to maintain such insurance.

The insurance required under this Paragraph shall:

- (1) Include TriMet and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the contract;
- (2) Require the insurer to give TriMet not less than thirty (30) days notice prior to termination or cancellation of coverage.

#### 4B.7 Project Managers

The Contractor's designated Project Manager shall be the Contractor's representative for the administration of the contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual recommended or proposed changes, TriMet shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing. After initial approval by TriMet, the Contractor shall not change the Project Manager without the prior written approval of TriMet. TriMet shall appoint its own Project Manager for the work required by this contract.

#### 4B.8 Notice of Award

A written notice of award or acceptance of a proposal from TriMet's Procurement Department shall be mailed or otherwise furnished to the successful Contractor within the time for acceptance specified in the proposal. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice of Award shall be entirely at the Contractor's risk.

#### 4B.9 Hours of Labor

Pursuant to ORS 279B.020, ORS 279B.235, and ORS 279C.520 the Contractor shall pay employees for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

#### 4B.10 Time of Essence

Time is of the essence of this contract. Contractor's failure to deliver goods/services on time shall be a material breach of this contract. If Contractor fails to deliver goods/services on time, TriMet, at its discretion, may procure those goods/services from another source. If the price paid by TriMet for goods/services procured from another source under this paragraph is higher than the price under this contract, Contractor shall pay TriMet the difference between those prices. TriMet may deduct that difference from any amount TriMet owes Contractor.

#### 4B.11 Intergovernmental Cooperative Agreement (04/05)

Pursuant to ORS 279A and TriMet contracting rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to TriMet. Any estimated purchase volumes listed herein do not include other public agencies and TriMet makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

#### 4B.12 Warranties

Contractor shall warrant workmanship and materials for two (2) years following final acceptance.

Notwithstanding any express warranties provided elsewhere in this contract, the implied warranties of merchantability and of fitness for a particular purpose shall not be deemed to be excluded or modified, and Contractor may not exclude or modify them. Contractor warrants that all goods provided under this contract are new, of high quality, and free from defects in design and manufacture. Goods provided under this contract shall be covered by any additional warranty customarily provided by Contractor or by the manufacturer of the goods. Contractor warrants that title to all goods delivered under this contract are free from encumbrances of any type.

#### 4B.13 Time of Completion

TriMet anticipates Notice to Proceed on or before March 3, 2008, in which case the preferred schedule will apply. In the event NTP is not issued on or before March 3, 2008, the Alternate schedule will apply.

<b>Milestone</b>	<b>Preferred</b>	<b>Alternate</b>
Notice To Proceed (NTP)	March 3, 2008	April 2, 2008
Design Review Meeting	April 2, 2008	May 7, 2008
Delivery, Software/Development System	May 7, 2008	June 4, 2008
First Article Inspection	June 4, 2008	June 18, 2008
Delivery, Commuter Rail Signs (7 total)	July 2, 2008	July 16, 2008
Delivery, Mall Signs (45 total)	Jan.12, 2009	Jan. 12, 2009
Exercise of option for additional signs	Jan. 12, 2009	Jan. 12, 2009
Delivery, I-205 Signs (10 total) and Option Signs, up to 20	By Sept. 30, 2009	By Sept. 30, 2009

#### 4B.14 Workforce Diversity

TriMet values diversity in its workforce and in the workforce of those who contract with TriMet. TriMet recognizes and appreciates that individuals are different, and that diversity is an advantage. TriMet encourages, supports and nurtures diversity, and encourages any firm contracting with TriMet to do the same. During the term of this contract, the Contractor shall support these values by encouraging and supporting diversity in the workplace.

#### 4B.15 Packaging Sustainability

TriMet strongly supports sustainability strategies including strategies to dematerialize all shipments into our facilities. To reduce or eliminate the amount of packaging material received, stored and disposed of at our facilities, contractor is encouraged to ship fastener products utilizing one of the following methods, in TriMet descending order of preference:

- Ship products in reusable, refillable, or returnable containers. For example, Tri-Met can receive deliveries in reusable trays or totes, which can be stored and returned to contractor;
- Minimal packaging material used to protect shipment inside of containers. This includes eliminating or reducing the amount of non-recyclable bubble wrap, foam pellets or other like material;
- Eliminate non-essential parts of packaging, such as individual wrapping of components;
- Use packaging materials made with recycled content.

### **END OF SECTION 4 SPECIAL PROVISIONS**

#### **Exhibit 4B**

#### **FEDERAL REQUIREMENTS (10/07)**

(Non-construction)

1. No Government Obligation To Third Parties

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

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

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor 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 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

3. Audit and Inspection of Records

A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.

B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly

authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between TriMet and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

4. Federal Changes (10/06)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (*Form FTA MA(13) dated October 1, 2007* between TriMet and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, 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 Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(1) 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 Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.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 Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any TriMet requests which would cause TriMet to be in violation of the FTA terms and conditions.

7. Disadvantaged Business Enterprise

A. Policy. TriMet has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. TriMet has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, TriMet has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of TriMet to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

B. Contractor and Subcontractor Obligation. Contractor and/or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

8. Debarment and Suspension (10/04)

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

9. Lobbying

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;

- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government. "Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(c) For purposes of paragraph B (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).

(ii) Professional and technical services by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
  - (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
  - (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
  - (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).
- (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a

person.

(iv) Professional and technical services by Other than Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

10. Clean Air

If the total value of this contract exceeds \$100,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirement in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Clean Water Requirements

If the total value of this contract exceeds \$100,000:

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

12. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

13. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et

seq.).

14. Privacy Act

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

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

15. Cargo Preference

Contractor agrees:

- A. To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to TriMet (through the contractor in the case of a subcontractor's bill-of-lading) marked with appropriate identification of the Project.
- C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. Fly America

If this contract involves the international transportation of goods, equipment, or personnel by air, Contractor agrees 1) to use U.S. flag carriers, to the extent service by these carriers is available and 2) to include this requirement in subcontracts at every tier. The Contractor shall submit, if a foreign carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available

or why it was necessary to use a foreign air carrier and shall, in any event provide a certificate of compliance with Fly America Requirements. 41 CFR Part 301-10.

17. Recycled Products

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

18. Contract Work Hours and Safety Standards Act

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. Buy America (03/06)

If this contract is for Construction and/or the Acquisition of Goods or Rolling Stock (valued at more than \$100,000), the Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661 as amended, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. and include, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323 (j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**END OF EXHIBIT 4B – FEDERAL REQUIREMENTS**

<b>Exhibit 4C VENDOR/PAYMENT SETUP</b> <i>(This form is to be completed by the vendor – see instructions on reverse side)</i>	
<b>Vendor Name:</b>	
<b>Db:</b>	
<b>Tax ID # or Social Security #:</b>	
<b>Check appropriate box:</b>	<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Exempt from backup withholding
<b>Mailing Address:</b>	
<b>Contact Name:</b>	<b>Title:</b>
<b>Contact Phone:</b>	<b>Fax:</b>
<b>E-mail address</b> (for remittance advice information):	
	Do you accept credit card payment? <input type="checkbox"/> Yes <input type="checkbox"/> No



**U.S. ELECTRONIC PAYMENT (ACH) BANK INFORMATION**

***You must attach either a voided check (or photocopy of an original) for verification of your account number and financial institution.***

<b>Bank Name:</b>	
<b>Bank Address:</b>	
<b>Phone Number:</b>	
<b>Bank ABA #:</b> <i>(9 digits)</i>	
<b>Account Name:</b>	
<b>Account #:</b>	
<b>Account type:</b>	(Please check one) <input type="checkbox"/> <b>Checking</b> or <input type="checkbox"/> <b>Savings</b>

**AUTHORIZATION**

*(must be completed by authorized representative)*

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. person (including a U.S. resident alien).
4. I/(we) authorize TriMet to initiate variable entries to my (our) account described above in the U.S. Electronic Payment (ACH) Bank Information section of this document

<b>Name</b> <i>(signature of printed name):</i>	
<b>Title:</b>	
<b>Date:</b>	

**TRIMET INTERNAL USE ONLY**

<b>Received by:</b>	<b>Entered by:</b>	<b>Vendor No:</b>
<b>Date:</b>	<b>Date:</b>	<b>Vendor Type</b>
		<b>DMWESB:</b>

**SECTION 5 – TECHNICAL REQUIREMENTS - ELECTRONIC INFORMATION SIGN SYSTEM**

**(Technical Requirements follow on next page and text is independently paginated, pp. 1-21.)**

**ELECTRONIC INFORMATION SIGN SYSTEM  
TECHNICAL REQUIREMENTS**

**TABLE OF CONTENTS**

PART 1 - GENERAL ..... 1

    1.01 SUMMARY ..... 1

    1.02 REFERENCED STANDARDS ..... 2

    1.03 SUBMITTALS ..... 2

    1.04 QUALITY ASSURANCE/QUALITY CONTROL ..... 4

    1.05 DELIVERY, STORAGE, AND HANDLING ..... 4

    1.06 FUNCTIONAL REQUIREMENTS ..... 5

    1.07 SIGN QUANTITIES ..... 6

PART 2 - PRODUCTS ..... 6

    2.01 SIGN ASSEMBLY, GENERAL SPECIFICATIONS ..... 6

    2.02 SYSTEM SOFTWARE ..... 8

    2.03 NETWORK COMMUNICATIONS ..... 10

    2.04 EXTERNAL ANTENNA--WIFI ..... 10

    2.05 AUDIO MODULE (OPTIONAL) ..... 11

    2.06 LOUDSPEAKER (OPTIONAL) ..... 11

    2.07 FINAL ASSEMBLY ..... 12

    2.08 DEVELOPMENT SYSTEM ..... 12

    2.09 MANAGEMENT SYSTEM ..... 12

PART 3 - EXECUTION ..... 12

    3.01 MANUFACTURE ..... 12

    3.02 INSTALLATION ..... 13

PART 4 - INSPECTION AND TESTING ..... 13

PART 5 - SYSTEM SUPPORT ..... 14

    5.01 DOCUMENTATION ..... 14

    5.02 TRAINING ..... 14

    5.03 ON-CALL SUPPORT ..... 15

5.04	SOFTWARE UPGRADES .....	15
5.05	WARRANTY .....	15
PART 6 - ACCEPTANCE.....		15
6.01	CONDITIONAL ACCEPTANCE.....	15
6.02	FINAL ACCEPTANCE.....	15
PART 7 - OPTIONS .....		15
7.01	AUDIO.....	15
7.02	ADDITIONAL SIGNS .....	15
APPENDIX A—CONCEPTUAL SYSTEM BLOCK DIAGRAM .....		16
APPENDIX B—CONCEPTUAL MESSAGE FLOW.....		17
APPENDIX C—NOT USED .....		18
APPENDIX D—BASIC SIGN DISPLAY .....		19
APPENDIX E—EXAMPLE OF DATA FEED FOR A TRIMET SIGN .....		20

# ELECTRONIC INFORMATION SIGN SYSTEM—TYPE FP 32-1 TECHNICAL REQUIREMENTS

## PART 1 - GENERAL

### 1.01 SUMMARY

#### A. Description

1. This section describes the requirements for design, furnish, and test of an Electronic Information Sign (TransitTracker) System. The TransitTracker System consists of a Back-end system, Commuter Rail signs, and Mall signs. TriMet will provide system elements as described in these specifications. The Contractor shall provide any and all other elements required for a complete and fully functional system.
2. Sign Content: A typical example of TriMet's desired sign content is shown in Appendix D.
3. System Capacity: System shall be fully capable of supporting a minimum of 512 signs, while meeting all specification requirements.
4. Owner Furnished Equipment: TriMet will provide workstations and network connectivity between all system elements.
5. Back-End System: The Contractor shall provide a Back-end system consisting of server, workstation client, and development system software.
6. Base Contract Signs: The Contractor shall provide flat-panel display signs for TriMet's Washington County Commuter Rail Project and for TriMet's Green Line-Mall Project.
7. Optional Signs: TriMet may order optional signs for TriMet's Green Line I-205 project and other currently undefined applications.
8. Installation and System Integration Instructions: The Contractor shall provide installation instructions for all system elements. **All systems elements will be installed by others.**
9. Training: The Contractor shall provide complete operations and maintenance training for TriMet employees, covering all system elements provided by the Contractor.
10. Documentation: The contractor shall provide complete operations and maintenance documentation for TriMet employees, covering all system elements provided by the Contractor.

11. Conceptual Block Diagram: A conceptual system block diagram is provided in Appendix A.
12. System Support: The Contractor shall provide phone and email support to enable TriMet Staff to operate, maintain, and modify the system.
13. Software Upgrades: The Contractor shall provide, free of additional charge, any and all software upgrades applicable to this system, for a period of three years.
14. Audio Capability: Audio capability, including loudspeakers, is desirable but optional.

**B. Related Sections**

(None)

**C. Measurement**

No separate measurement for payment purposes will be made for Work described in this Section.

**D. Payment:**

No separate payment will be made for the Work described in this Section. Costs for Traveler Information Signs shall be included in the lump sum price stated in the Contract, payment of which will be full payment for furnishing all labor, materials, tools, equipment, and incidentals, and doing all work necessary to complete the Work specified.

**1.02 REFERENCED STANDARDS**

The latest edition of the following reference specifications shall also govern the Work covered by this Section unless otherwise noted.

<b>Sponsor</b>	<b>Number</b>	<b>Subject</b>
IEEE	Std-1100-1999	Recommended Practice for Powering and Grounding Electronic Equipment
IEEE	Std 802.11	Wireless LAN Standard
NEMA		National Electric Manufacturers Association
U.S. Gov't	ADA	Americans with Disabilities Act

**1.03 SUBMITTALS**

- A. The Contractor shall submit the following:

1. **Product Submittals:** Specifications and catalog cut-sheets for all materials, equipment, and components proposed for use in the TransitTracker sign assemblies, servers, and software specified in this section. All product information shall be submitted to Tri Met no later than 30 days prior to commencement of assembly.
2. **Hardware Design Review:** Detailed system block diagrams, detailed shop drawings, assembly plans, wiring diagrams, and assembly procedures for TransitTracker signs, including mounting hardware and method of attachment to shelters, poles, or other designated sign mounting points. Design review shall be submitted to TriMet no later than 30 days prior to commencement of assembly.

TriMet will arrange a design review meeting to be held in Portland, Oregon, or other mutually agreed location, to review the design elements of this system.

3. **Software Design Review:** Provide all development system software and full documentation so that TriMet can begin preparation of system displays and integration to TriMet system elements. Include in the software documentation, an analysis of system bandwidth, sign refresh rates, latency, and performance based on a 512 sign system, at a minimum. Describe and demonstrate the method of audio and video importing. Development system, documentation, and associated training shall be delivered to TriMet in Portland, Oregon starting no later than 30 days following NTP, and completed no later than 60 days following NTP.
4. **Certificates of Compliance:** The manufacturer's certificates of compliance, or certified laboratory test reports, demonstrating the compliance of all raw materials and fabrication products. Included shall be a listing of all standards designated by the manufacturer, as indicated. Submit to TriMet no later than 30 days prior to commencement of assembly.
5. **Certified Test Results:** Certified test results of the first article qualification tests no later than 30 days following First Article Inspection.
6. **Detailed Installation Drawings:** Detailed drawings for TransitTracker sign installations, showing methods of mounting and power wiring. Submit to TriMet no later than 30 days prior to start of installation.
7. **Test Reports:** Test reports of all factory tests as required by these specifications and referenced standards. Submit to TriMet no later than 30 days prior to start of installation.
8. **Documentation:** All documentation as required by these specifications, including Operation and Maintenance manuals, as-built documentation. Submit to TriMet no later than 30 days prior to Final Acceptance.

9. Training Materials: Training plans, training manuals, lesson plans, training aids, and related materials. Submit to TriMet no later than 30 days prior to start of training.
10. Schedules and Progress Reports: The Contractor shall prepare and submit project schedules on a monthly basis, beginning no later than NTP + 30 days. Project schedules shall track progress of all contract deliverables and activities. Format shall be Primavera Project Planner or Microsoft Project. Schedules shall be submitted in both paper and electronic format. Each schedule shall include a written narrative including a full discussion of all problem areas and a plan for schedule recovery.

B. Submittal Format:

All submittals shall be sent to TriMet's Resident Engineer, with four paper copies and one electronic copy.

Electronic formats: Test Documentation, MS Word; Spreadsheets, MS Excel; Schedules, MS Project or Primavera Project Planner; Drawings, AutoCAD.

- C. All the materials, reports and other documentation listed in this section must be received and approved by TriMet prior to Final Acceptance.

#### **1.04 QUALITY ASSURANCE/QUALITY CONTROL**

- A. The Contractor shall provide written quality control procedures that detail the specific procedures to be followed in the assembly and testing of TransitTracker Signs and related equipment.
- B. Quality control procedures shall include, but not be limited to, requirements for the handling of electrostatic sensitive devices and requirements for cleanliness of final assembly area.
- C. The Contractor shall perform qualification testing on the first article of each type of TransitTracker sign. Production of the balance of signs to be produced under this Contract shall not begin until qualification testing has been successfully completed and the results have been reviewed and approved by TriMet. Testing shall be conducted in the Portland, Oregon area, or other location by mutual agreement.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. The Contractor shall transport and deliver all materials and equipment to a TriMet location in the Portland, Oregon area.
- B. During fabrication and delivery, products shall be handled and transported in a manner that will prevent damage occurring.

- C. Electrostatically sensitive components shall be handled and stored in accordance with approved written procedures.
- D. Equipment, components, and material shall be stored in accordance with the manufacturer's recommendations and in a manner and location that will not cause deterioration of the material.
- E. Any damage to the material and equipment shall be the Contractor's responsibility and all repairs shall be accomplished by the Contractor in accordance with the manufacturer's instructions, at the Contractor's expense.

## **1.06 FUNCTIONAL REQUIREMENTS**

- A. Provide PC based workstation software with the capability of initiating and distributing visual and audio information to TransitTracker signs.
- B. A Conceptual Message Flow block diagram is provided in Appendix B.
- C. Messages to signs shall consist of:
  - 1. Ad-hoc text and audio messages, primarily consisting of train delay and service interruption messages.
  - 2. Continually updated text and audio messages, primarily consisting of train arrival information.
  - 3. Audio/Visual messages, consisting of full-motion video and audio, for pre-recorded public service and advertising messages.
  - 4. Signs shall be ADA compliant to the extent required by law for this application.
- D. System shall provide capability to display multiple fonts, colors, and backgrounds on the signs.
- E. Audio messages shall consist of canned audio, .wav file, and audio produced by text-to-speech messages.
- F. Loudspeakers shall be either a part of the sign enclosure or externally hung on the sign enclosure. Audio shall be intended for listening by persons only in the immediate area of the sign.
- G. The TransitTracker system shall provide the capability for TriMet to upload messages in these formats, at a minimum:
  - 1. Video: MPEG
  - 2. Still Images: JPEG



- 3. Audio: Compressed audio formats
- H. Signs shall be suited to outdoor environments; subject to rain, snow, ice, and wind in the Portland, Oregon area. Signs shall be fully functional under all these conditions.
- I. Signs shall be glare resistant and readable in direct sunlight.
- J. Signs shall be vandal resistant:
  - 1. Case and front shall resist impacts
  - 2. Case and front shall resist marking with spray paint and felt markers
  - 3. All sign surfaces shall facilitate easy removal of markings
- K. Signs shall be equipped for installation of hanging mounting brackets, by others.
- L. Signs shall be capable and equipped to receive signals from TriMet's own Wi-Fi access points, from the Wi-Fi based Unwire Portland network, from commercial broadband data services, and from TriMet's wired Ethernet network (10/100 Base T), at TriMet's choice.
- M. Signs shall send sign health information back to the back-end system for TriMet's maintenance and operations use.
- N. System Refresh Rate: The system shall refresh all signs in the system at least once every 20 seconds, assuming no bottlenecks in TriMet's network infrastructure.
- O. System Latency: Delay between receiving updated vehicle location information from TriMet and display on signs shall not exceed 10 seconds, assuming no delays in TriMet's network infrastructure.

## **1.07 SIGN QUANTITIES**

- A. Commuter Rail Signs: Six (6) in-service and one (1) spare.
- B. Mall Signs: Forty-three (43) in-service and two (2) spares
- C. (Optional) I-205 Signs: Nine (9) in-service and one (1) spare
- D. (Optional) Undetermined Locations: From one (1) to twenty (20), specific quantity to be determined.

## **PART 2 - PRODUCTS**

### **2.01 SIGN ASSEMBLY, GENERAL SPECIFICATIONS**

- A. General
  - 1. Each sign shall be a stand-alone device. No master/slave type devices are permitted.
  
- B. Electrical
  - 1. Sign Type: Back-lit Liquid Crystal Display
  - 2. Voltage (nominal): 120Vac, 60Hz
  - 3. Maximum Power: 200 Watts (sign only)
  - 4. Panel Native Resolution: 1366 x 768 pixels, minimum
  - 5. Response Time: 12 ms, typical
  - 6. Color Range: 16.7 million colors, maximum
  - 7. Supported Video Resolutions: (up to) 1920 x 1080 @ 60 Hz
  - 8. White Luminance: 500 cd/m<sup>2</sup>
  - 9. Contrast Ratio: 900:1 or better
  - 10. Remote Diagnostics: yes
  - 11. Auto Brightness Adjust: yes
  - 12. Lamp Lifetime (1/2 bright): 60 K hours, minimum
  - 13. Loudspeaker/driver: 10 Watts (nominal)
  
- C. Environmental
  - 1. Operating Temperature: -20° to +50° C
  - 2. Storage Temperature: -20° to +60° C
  - 3. Operating Humidity: 10% to 90% (noncondensing)
  - 4. Storage Humidity: 5% to 95% (noncondensing)
  
- D. Physical Attributes
  - 1. Front Glass: Optically bonded AR glass (removable)
  - 2. Impact Resistance, glass: EN-356-P3A or better

3. Impact Resistance, housing: IK-8 or better
  4. Sign Active Area: 32" diagonal, 16:9 ratio
  5. Sign and Enclosure Weight: 65 kg, nominal
  6. External Dimensions: 850 x 500 x 232 mm, nominal
  7. Processor: Embedded in enclosure
  8. Enclosure Finish: Abrasion-resistant coating system
  9. Enclosure Color: Black
- E. Each TransitTracker sign shall have full functionality including embedded processor, display, weather-resistant speaker, and wireless/wired network connectivity.
- F. All externally accessible materials, hardware, and fasteners shall be designed to be vandal-resistant and tamper-proof.
- G. TriMet anticipates that one or more of the following assemblies may be combined to improve the design, performance, and maintainability of the TransitTracker sign.
- H. Each sign faceplate shall have an anti-vandal resistant coating applied.
- I. Each sign shall have an anti-glare coating intended for use in full sunlight.

## **2.02 SYSTEM SOFTWARE**

The Contractor shall provide all required system software for the system. The software shall perform the following functions and meet the following requirements:

- A. Software shall be configured to perform on redundant TriMet provided servers; software shall continue operation when servers transfer operation.
- B. Software shall present information regarding next transit arrivals, detours or service interruptions, and advertisements.
- C. The operating system deployed in the signs shall have non-essential services, protocols, and network ports disabled. System documentation shall include description of each port, protocol, and service required to operate the system.
- D. The system shall include a GUI or web-based administration tool to monitor and administer the status and configuration of all sign clients, including a display of sign-health information. The administrative tool shall be password protected, with multiple password capability. Software and licenses shall be provided to

support a minimum of two administrator workstations. The administrative tool set shall be capable of installation on any PC on TriMet's enterprise network.

- E. The system shall include a GUI or web-based operations tool to monitor sign functions and health, and originate text and audio messages. The operations tool shall be password protected, with multiple password capability. Software and licenses shall be provided to support a minimum of ten operations workstations. The operations tool set shall be capable of installation on any PC on TriMet's enterprise network.
- F. The layout and appearance of the sign display shall be fully customizable by a user proficient with desktop software or by editing files in a format such as XML.
- G. The system shall include a tool for deploying and managing advertising media onto signs. The tool shall generate reports on how often advertisements were displayed and when.
- H. Screen design options shall include the use of custom fonts, colors, backgrounds, and animation behavior. Elements of the display and advertisement media shall include video, images, and scrolling and crawling text.
- I. Updates to sign client software shall be performed without user interaction at the sign and launched as a batch process from a remote administration tool.
- J. The client software shall use the entire screen display, with only content defined by TriMet made visible. When the system is running, no operating system or other artifacts shall be visible, such as mouse pointers, cursors, or window manager borders.
- K. The screen layout shall be defined so areas can be animated smoothly and at different time intervals.
- L. Clients shall have a way to synchronize their internal clocks for accurate display of current time and date on the screens, preferably utilizing the Network Time Protocol (NTP) service provided by TriMet's network.
- M. Areas of the screen shall be populated by a data feed from TriMet. This data will be accessible via HTTP in XML or text format. See Attachment D as an example. The format of this data feed can be customizable to some degree by TriMet to suit the client application on the signs or application server that feeds the client application.
- N. Elements of the TriMet data feed and their placement on the screen shall be extendable and configurable by TriMet.
- O. Each sign shall have a separate data feed from the TriMet server. The provided system shall query the TriMet data service with a unique identifier for each sign.

This shall be done every twenty seconds with the new content displaying immediately. This rate shall be adjustable between 20 and 60 seconds or better.

- P. Example of Data Feed for a TriMet sign is provided in Appendix E.
- Q. Audio processing at a central location, rather than at individual signs, is preferred.
- R. Signs shall be capable of accepting software client upgrades while installed, over the network connection and/or by use of a local port.

## **2.03 NETWORK COMMUNICATIONS**

### **A. Sign Communications Configuration**

All signs shall be equipped and capable of all the following network communications configurations for sign-to-network communications:

1. As delivered, all signs shall be configured for use with TriMet's own Wi-Fi access points, with the following requirements:
  - a.) Meet the IEEE 802.11b and g standards.
  - b.) Meet WPA-2 security standard.
  - c.) All signs shall be equipped with a Wi-Fi client.
2. Some signs may later be configured for use with commercial broadband communications providers, such as Sprint/Nextel and Verizon, with the following requirements:
  - a.) All signs shall include a PCMCIA slot for plug-in of a TriMet provided wireless modem.
3. Some signs as installed will be configured for use on TriMet's wired communications network, with the following requirements:
  - a.) All signs shall include a 10/100 Base-T Ethernet port that supports IPV-4.
4. All signs shall support SNMPv2 to allow TriMet to configure signs to communicate with TriMet's existing network management systems for remote monitoring of sign communication health and provide remote alarm functions.

## **2.04 EXTERNAL ANTENNA--WIFI**

The external Wi-Fi antenna shall be provided on all signs.

- A. The antenna mounting hole shall have a minimum of 1-1/4 inches of flat metal surface on all sides to provide the required ground plane.
- B. The external antenna shall have a vandal-resistant permanent mounting.
  - 1. Type: Low profile
  - 2. Frequency Range: 2.4 - 2.5 GHz
  - 3. Gain: 3dB - MEG
  - 4. Color: Black
- C. Antenex Model TRAB24003P or approved equal.

## **2.05 AUDIO MODULE (OPTIONAL)**

Furnish, install and test an audio output module arranged to drive the loudspeaker at full power as follows:

- A. Power output: 10 watts RMS at 8 ohms
- B. Audio distortion: 2 % maximum
- C. Audio source: selectable between .wav files and synthesized
- D. Audio Quality: selectable, 8 or 16 bit, 300 to 8000 Hz, minimum

## **2.06 LOUDSPEAKER (OPTIONAL)**

- A. Description

Each TransitTracker Sign shall have a weatherproof public address speaker in a weatherproof vandal-resistant enclosure, either mounted on one end of the enclosure or internal to the enclosure. The side on which to mount the speaker is interchangeable and field selectable.

- B. External Speaker Enclosure

- 1. Nominal Dimensions: 7" wide x 7" high x 2" deep
- 2. Materials: Materials to match TransitTracker enclosure
- 3. Finish: Finish to match TransitTracker enclosure

- C. Speaker

6-inch Square, 10 Watt, 8 ohm, cone impregnated with silicone for weather-resistance.

## **2.07 FINAL ASSEMBLY**

- A. The final assembled TransitTracker sign shall meet the requirements of a NEMA 4 rating, or IP65 rating, or other approved equal.
- B. Enclosure access shall be through a TriMet standard cabinet keyed to TriMet requirements. All enclosures shall be keyed alike. TriMet will provide information on the key requirements.
- C. Each sign enclosure shall have an externally accessible keyed power switch for cycling power to the embedded processor. All power switches shall be keyed alike. TriMet will provide information on the key requirements.

## **2.08 DEVELOPMENT SYSTEM**

Provide development system software with these features:

- A. The development system will be installed on two (2) desktop PCs provided by TriMet.
- B. Configured with all necessary drivers to run the system.
- C. Capable of emulating all client functions.
- D. Capable of performing all production functions.

## **2.09 MANAGEMENT SYSTEM**

Provide system management software with these features:

- A. The management system will be installed on a minimum of ten (10) desktop PCs provided by TriMet.
- B. Password protection with multiple users.
- C. Configured with all necessary drivers to run the system.
- D. Capable of performing all system management functions.

## **PART 3 - EXECUTION**

### **3.01 MANUFACTURE**

- A. Assembly

Assembly shall be in accordance with the manufacturer's approved assembly drawings and quality control procedures.

### **3.02 INSTALLATION**

#### **A. Sign Installation by Others**

All signs and associated hardware will be installed by a qualified electrical contractor. The contractor shall provide all hardware and instructions needed for a complete installation.

#### **B. Back-End Installation by Others**

All back-end equipment and software shall be installed by TriMet IT department staff. The Contractor shall provide all hardware, software, instructions, and on-call assistance for installation of the back-end equipment and software.

#### **C. Grounding**

Each TransitTracker Sign enclosure shall be arranged for grounded to the metal structure on which they are mounted with a separate grounding conductor.

#### **D. Antenna Mounting**

The external antenna mounting location shall be determined in the field for each sign to avoid interference with surrounding structures.

### **PART 4 - INSPECTION AND TESTING (FIRST ARTICLE INSPECTION)**

#### **A. Qualification Testing**

1. Qualification testing shall take place in Portland, Oregon or a mutually agreed location.
2. Qualification testing shall be performed on the first article of each sign type and version.
3. Qualification testing shall include all back-end software.
4. Qualification testing shall verify that the assembled TransitTracker sign meets all the environmental, electrical, and functional requirements of these specifications and functions as intended.
5. Qualification shall verify that all software features perform as specified and required by the software design review documentation. Included in the software test shall be a demonstration of software upload and download to/from the sign.
6. Failures in qualifications testing shall require redesigning the sign and/or software as necessary to correct the problem. All costs associated with



redesign and correction of qualifications failures shall be borne by the Contractor.

7. Qualification testing shall be performed in accordance with the Manufacturer's approved Acceptance Testing Procedures.

B. Acceptance Testing

1. Acceptance testing shall be performed on every TransitTracker sign prior to shipping to verify that the sign has been assembled in accordance with the manufacturer's approved plans and functions as intended.
2. Acceptance testing shall be performed in accordance with the Manufacturer's approved Acceptance Testing Procedures.

C. Delivery Test

1. Each sign shall be inspected and tested when delivered to TriMet in Portland, Oregon. At a minimum, the following functions shall be tested:
  - a.) Power-up
  - b.) Full visual functionality
  - c.) Full audio functionality (if provided)

## **PART 5 - SYSTEM SUPPORT**

### **5.01 DOCUMENTATION**

Provide six complete paper sets and two electronic sets of operations and maintenance manuals for all elements of the TransitTracker system, including both software and hardware.

### **5.02 TRAINING**

- A. The Contractor shall provide training for TriMet staff as follows:
  1. Back-end System maintenance, for four students.
  2. System Administration, for four students.
  3. Sign Maintenance, for six students.
  4. Content Development, for six students
- B. For each training element, the Contractor shall provide all training materials and all training equipment. Contractor shall provide paper and electronic originals of all training materials.

- C. Training shall be held at a TriMet facility.
- D. All training materials shall become the property of TriMet.

### **5.03 ON-CALL SUPPORT**

The contractor shall provide on-call telephone support for all elements covered in the training for a period of two years beyond Final Acceptance. Support shall be available 24 hours per day, seven days per week.

### **5.04 SOFTWARE UPGRADES**

The contractor shall provide, free of additional charge, all applicable upgrades to all provided software, for period of two years beyond Final Acceptance. Installation assistance shall be provided through On-Call Support.

### **5.05 WARRANTY**

All equipment and software provided by the Contractor shall be covered by a two-year warranty, beginning at Final Acceptance.

## **PART 6 - ACCEPTANCE**

### **6.01 CONDITIONAL ACCEPTANCE**

Conditional Acceptance occurs when all Washington Co. Commuter Rail and Mall Signs have been delivered and have successfully passed the delivery test.

### **6.02 FINAL ACCEPTANCE**

Final Acceptance occurs when Conditional Acceptance has occurred and all other deliverables have been accepted by TriMet, including but not limited to documentation, training, and initiation of On-Call support.

## **PART 7 - OPTIONS**

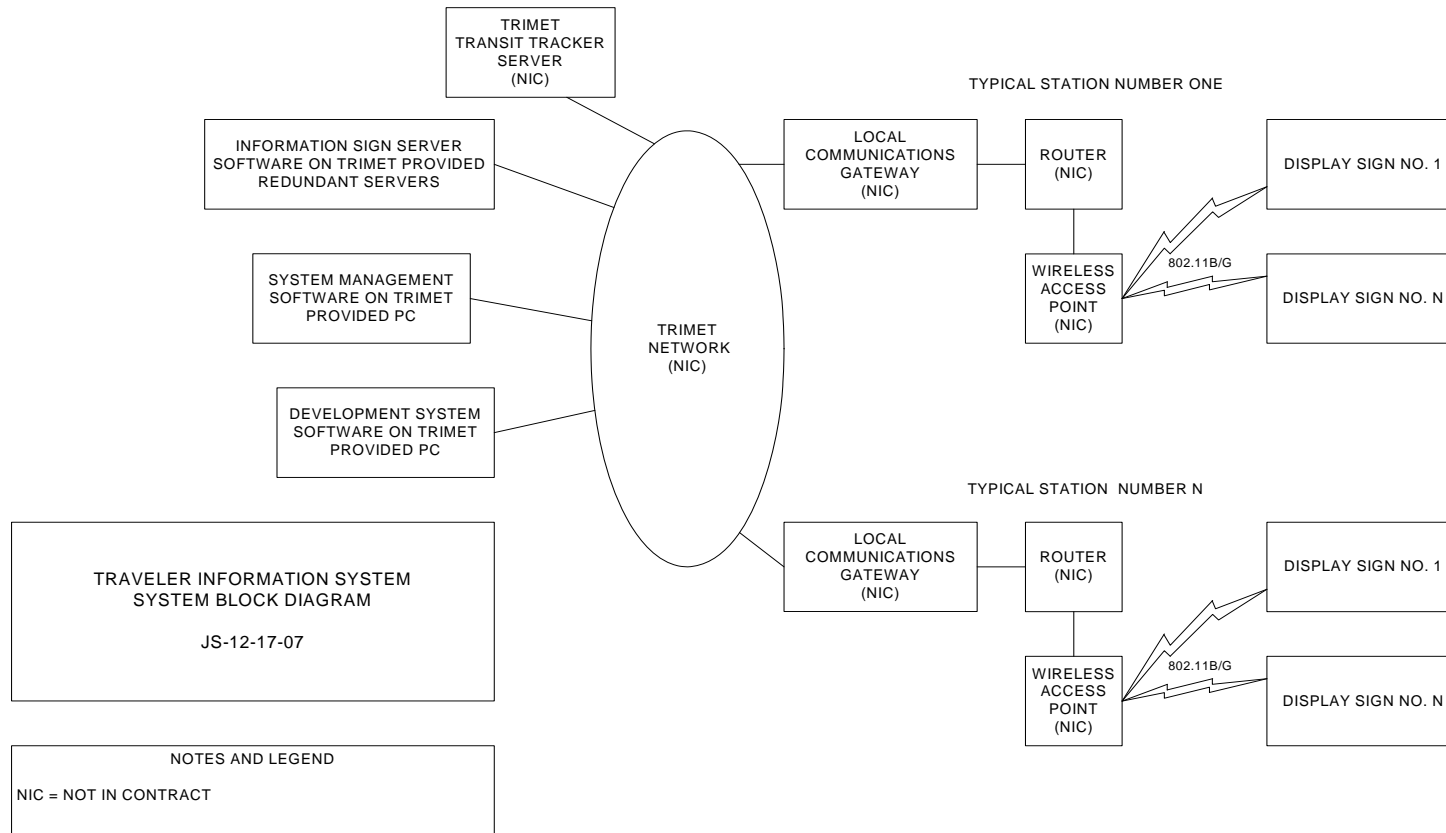
### **7.01 AUDIO**

TriMet may, as a part of the procurement process, choose to have audio capability added to the signs, as described in these specifications. If exercised, this option will be part of the initial Contract award.

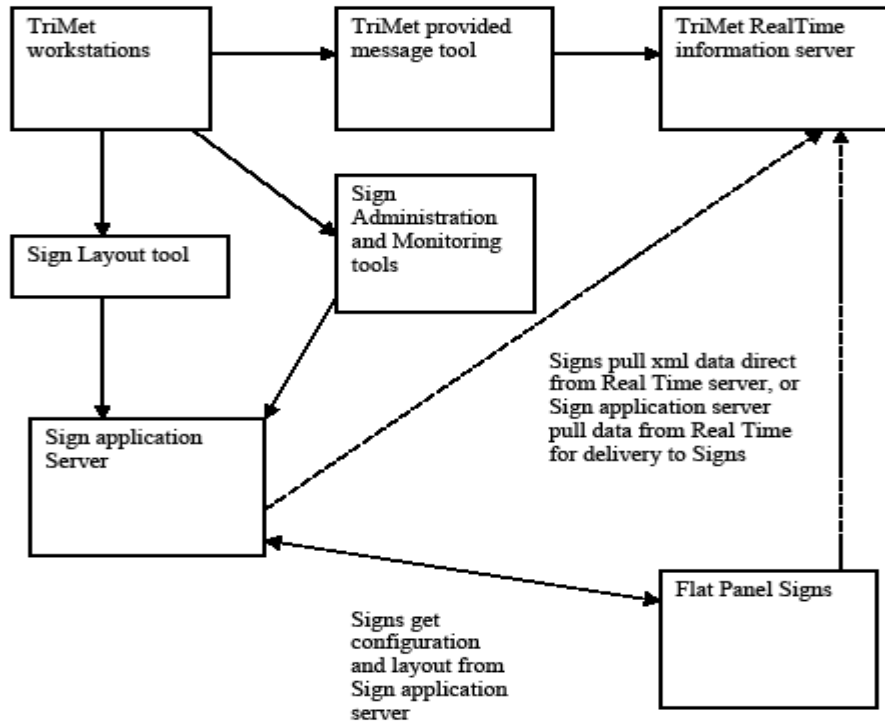
### **7.02 ADDITIONAL SIGNS**

TriMet may, as a part of this procurement process, choose to purchase Additional Signs (see Parts 1.01 A.7. and 1.07), complete in all respects as described in these specifications. This option may be exercised up to the final delivery date for all Mall Signs. Final Acceptance for all signs will not begin until the Additional Signs achieve Final Acceptance.

# APPENDIX A—CONCEPTUAL SYSTEM BLOCK DIAGRAM



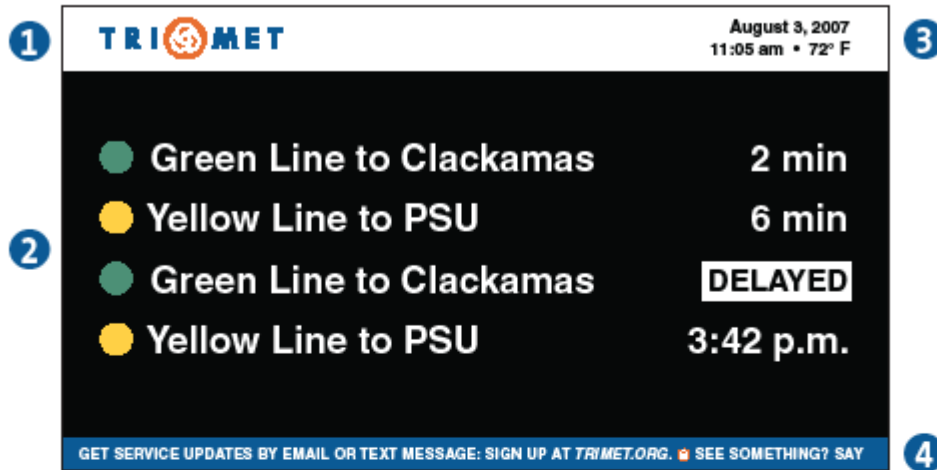
## APPENDIX B—CONCEPTUAL MESSAGE FLOW



**APPENDIX C—NOT USED**

APPENDIX D—BASIC SIGN DISPLAY

TransitTracker flatscreen presentation  
(for direction purposes only) 12/11/07



1. TriMet identity
2. Real-time arrivals for trains and buses (some locations trains only)
3. Month, day, year, time and temperature
4. TriMet rail/bus messages and local news via 1 or more text crawls (presentation of these elements may change)

Note: During an emergency interruption, the entire screen would present an emergency message.



5. Every 30 seconds, static and video ads would be presented by moving into the real-time arrival space as shown. Static ads would remain for 10 to 15 seconds while video ads would run for 30 seconds.

## APPENDIX E—EXAMPLE OF DATA FEED FOR A TRIMET SIGN

```
<?xml version="1.0" encoding="UTF-8" ?>
=<resultSet xmlns="urn:trimet:sign" queryTime="1197479519445">
  <temp f="72" />
  <arrival color="green" text="Green Line to Clackamas" time="2 min"
    status="normal" />
  <arrival color="yellow" text="Yellow Line to PSU" time="6 min"
    status="normal" />
  <arrival color="green" text="Green Line to Clackamas" time="DELAYED"
    status="highlight" />
  <arrival color="yellow" text="Yellow Line to PSU" time="3:42 p.m."
    status="normal" />
=<message>
  GET SERVICE UPDATES BY EMAIL OR TEXT MESSAGE: SIGN UP AT
  <italics>TRIMET.ORG.</italics>
</message>
<message>SEE SOMETHING? SAY SOMETHING. TELL A TRIMET EMPLOYEE
  OR CALL 9-1-1.</message>
<prioritymessage>DUE TO ACCIDENT, ARRIVALS MAY BE DELAYED UP TO 1
  HOUR.</prioritymessage>
</resultSet>
```

Definition of elements and location on the screen in the mock up:

### temp

a single temp element contains attribute f indicating the temperature. Placed in the upper right hand corner.

### Arrival

Each arrival element defines a row of arrival information to be placed in an arrival area. In the event that more arrivals are present than can be displayed on the screen at one time the list shall scroll the arrivals smoothly.

attribute color defines the color of the dot in the left column of the example.

attribute text defines the text to be displayed left justified besides the arrivals color dot.



attribute time defines the text to be displayed right justified.

### **message**

message elements define text to be populated in the text scroll on the bottom of the screen. Example includes italics for the word TRIMET.ORG.

### **prioritymessage**

An optional element containing priority messages. If this element is present it will override any other content on the sign and be presented in its own format and without advertising.

**END OF SECTION**

**SECTION 6 - PROPOSAL FORMS**

**CONTRACT NO. RH080307JB**

**6.1 Form of Business**

Name of Firm: \_\_\_\_\_

Principle Business Address: \_\_\_\_\_

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

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

1. What form of business is your organization? (check one)

Sole Proprietorship

Partnership ( Limited  General)

Corporation

2. If a corporation, when and where was your organization incorporated?

3. If a limited partnership, when and where is your organization certified?

4. If not certified or incorporated in Oregon, is your organization authorized to do business in Oregon?

5. State of Oregon Certified M/W/ESB Firm\*?  Yes  No

If yes, please provide State Certification Number: \_\_\_\_\_

\*For more information on certification please contact the State of Oregon Office of Minority, Women and Emerging Small Business at (503) 947-7976.

**6.2 Receipt of Addenda**

**CONTRACT NO. RH080307JB**

ADDENDA RECEIVED:

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

If no addendum received write "None Received": \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Important Note: Solicitation addenda shall be electronically posted to TriMet's Vendor Registration System which can be accessed at [www.trimet.org/bidding/index.htm](http://www.trimet.org/bidding/index.htm) or The State of Oregon's e-procurement at <http://orpin.Oregon.gov>. While TriMet is confident in the full functionality of these systems, as a legal matter, notification services offered through the site are not guaranteed and users of the notification services offered through the site are not guaranteed and users of the notification services are ultimately responsible for reviewing postings to the site. Failure to acknowledge receipt of an addendum may cause a bid to be rejected as non-responsive.

6.3 Certificate of Compliance with Oregon Tax Laws

By executing this contract, Contractor certifies under penalty of perjury, that Contractor is, to the best of Contractor's knowledge, not in violation of any Oregon tax law imposed by ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20 Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and, local taxes administered by the Oregon Department of Revenue under ORS 305.620.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

**6.4 Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission 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 (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR 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

CHECK APPROPRIATE BOX:

[ ] The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that the has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

---

Signature of Applicant's Attorney

---

Date

[ ] Bidder or proposer does not have a "chief legal counsel."

6.5 Lobbying Certificate

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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of **ANY** Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance 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.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title \_\_\_\_\_

**NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.**

**6.6 Cargo Preference Certificate**

If any equipment, materials, or commodities are transported by ocean vessel, the Bidder agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping by commercial vessel any equipment, materials, or commodities pursuant to this contract, to the extent that such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
  
2. To furnish within thirty (30) days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph 1 of this Certificate to TriMet (through the bidder in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C., 20590, marked with the appropriate identification of this contract.
  
3. To insert the substance of the provisions of this Certificate in all subcontracts issued pursuant to this contract.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

**6.7 Buy America Certificate**

The bidder must check the appropriate box and sign this certificate.

[  ] The bidder hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 CFR Part 661.

[  ] The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR Part 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

**6.8 Proposal Pricing Form**



<b>Base Contract Cost Proposal</b>				
	Unit	Quantity	Unit Cost	Extended Price
1. Design and Furnish System Software	Lump Sum	1		
2. Design and Furnish Development System	Lump Sum	1		
3. Training, Warranty, and System Support	Lump Sum	1		
4. Design and Furnish Commuter Rail Signs, 7 total	Each	7		
5. Furnish Mall Signs, 45 total	Each	45		
<b>6. Total (sum of Item Nos. 1- 5, Extended Price)</b>				

<b>Optional Items</b>				
	Unit	Quantity	Unit Cost	Extended Price
7. Furnish I-205 Signs, 10 total*	Each	10		
8. Furnish Additional Signs, 20 each**	Each	20		
9. Furnish Audio Capability for System	Lump Sum	1		
10. Furnish Audio Capability, per sign	Each	82		
<b>11. Total (sum of Item Nos. 7-10, Extended Price)</b>				

<b>Evaluation Total</b>	
<b>Base Contract Total (Item No. 6) + Optional Items Total (Item No. 11)</b>	

Firm:	Name (print):
Title:	Date:
Signature:	

**Key to Pricing Proposal Form:**

\*Inclusive of all costs related to implementation, software, training, warranty, and system support.

\*\* TriMet may choose to exercise option for 1 to 20 signs. For evaluation purposes, provide price inclusive of all implementation, software, warranty, and system support costs for 20 total signs.

## SECTION 7

**\*\*SAMPLE ONLY....DO NOT EXECUTE\*\***

### TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

#### GOODS AND SERVICES CONTRACT FOR

This contract is by and between Tri-County Metropolitan Transportation District of Oregon ("TriMet") and \_\_\_\_\_ ("Contractor").

1. Term

Unless terminated sooner under the provisions of this contract, the base term of the contract shall be from \_\_\_\_\_ to \_\_\_\_\_.

2. Contract Provisions

All provisions of the documents below are incorporated in this contract by reference. Any conflict between or among any of the documents listed below shall be resolved in accordance with the order of precedence set forth below.

- A. Written contract modifications executed by the parties after contract award,
- B. This contract form,
- C. Addenda issued by TriMet prior to receipt of proposals, as well as addenda issued during discussions,
- D. Special Conditions as set forth in TriMet's Request For Proposals (Section 4A Special Proposal Provisions and Section 4B Special Contract Conditions),
- E. General Conditions as set forth in TriMet's Request For Proposals (Section 3),
- F. Proposal Requirements as set forth in TriMet's Request For Proposals (Section 1),
- G. Technical Requirements as set forth in TriMet's Request for Proposals (Section 5),
- H. Contractor's Price Proposal, to include all supplements, and as finally amended by the Contractor's Best and Final Offer. (Section 6)

3. Scope of Services

Contractor shall perform the tasks identified in the above documents, and the services set forth in this Request for Proposals (Section 5) – Technical Requirements, within the time frame and budget stated.

4. Compensation

Total contract compensation shall not exceed \$ \_\_\_\_\_ in the base year.

5. Certificate of Compliance with Oregon Tax Laws

**By executing this contract, Contractor certifies under penalty of perjury, that Contractor is, to the best of Contractor's knowledge, not in violation of any Oregon tax law imposed by ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20 Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and, local taxes administered by the Oregon Department of Revenue under ORS 305.620.**

(CONTRACTOR)

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT  
OF OREGON

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

By: \_\_\_\_\_

Jackie Blyn  
Contract Administrator

\_\_\_\_\_

Federal Employer ID Number: