Request for Proposals for Real Time Passenger Information System
SOLICITATION DATA
A. PROCURING AGENCY AND CONTRACTING OFFICER

Request For Proposals (RFP) No: 22-815 City of Montgomery/The M Real Time Passenger Info System
Date: June 22, 2015
Procuring Agency:

City of Montgomery/ The M Transit System
P O Box 1111, Montgomery, Alabama 36101-1111
Room 1, Building 1941, 934 North Ripley Street, Montgomery, Alabama 36104

Jane T. Hataway
Purchasing Agent

Telephone No.: (334) 241-2610  Fax No.: (334) 241-2625

SCOPE
The City of Montgomery/The M requests proposals for the delivery of a real time information system in accordance with the terms and conditions set forth below. The system must meet the specifications detailed within this RFP.

Any contract to be awarded as a result of this RFP is subject to a financial assistance contract between the City of Montgomery and the Federal Transit Administration.

SOLICITATION SCHEDULE
The following is the solicitation schedule:

Vendor Communication and Requests Due: July 13, 2015
Request for approved equals due: July 23, 2015
Proposal Due Date: July 30, 2015

COMMUNICATIONS AND REQUESTS
All correspondence, communications and/or contact in regard to any aspect of this solicitation shall be with the Contracting Officer identified in “Procuring Agency and Contracting Officer” above, or his/her designated representative. Vendor and their representatives shall not make any contact with or communicate with any members of City of Montgomery/The M, or its employees and consultants, other than the Contracting Officer, or designated representative, in regard to any aspect of this solicitation or offers.

At any time during this procurement up to the time specified in “Solicitation Schedule” Vendor may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the Contracting Officer and may be transmitted by facsimile or e-mail. The vendor making the request shall be responsible for its proper delivery to City of Montgomery/The M per “Procuring Agency and Contracting Officer” on the form provided in “Request for Pre-Offer Change or Approval Equal” (Attachment G). City of Montgomery/The M will not respond to oral request. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by City of Montgomery/The M in the form of addenda only. Only written responses provided as addenda shall be official and all other forms of communication with any officer, employee or agent of City of Montgomery/The M shall not be binding on City of Montgomery/The M.

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

ADDENDA TO RFP
City of Montgomery/The M reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. City of Montgomery/The M shall provide copies of the addenda to all prospective Vendors officially known to have received the RFP. Prospective Vendors, or their agents, shall be responsible to collect the
addendum at the address provided in "Procuring Agency and Contracting Officer" or receive same otherwise. Notification of or the addendum will also be mailed or delivered to all prospective Vendors officially known to have received the RFP and to the address provided by each prospective Vendor. Failure of any prospective Vendor to receive the notification or addendum shall not relieve the Vendor from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. Prospective Vendors shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to acknowledge in their proposals receipt of addenda may at City of Montgomery/The M’s sole option disqualify the proposal.

If City of Montgomery/The M determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that City of Montgomery/The M determines will allow Vendors sufficient time to revise their proposals. Any new Due Date shall be included in the addenda.

CONDITIONS, EXCEPTIONS, RESERVATIONS or UNDERSTANDINGS

Proposals stating conditions, exceptions, reservations or understandings (hereinafter "deviations") relating to the RFP may be rejected. Only one (1) proposal will be accepted from each Vendor. Any alternate proposal shall include a price proposal in accordance with "Price Proposal Requirements."

Any and all deviations must be explicitly, fully and separately stated in the proposal by completing form(s) provided in "Form for Proposal Deviation" (Attachment C), setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by City of Montgomery/The M. All deviations not found by City of Montgomery/The M to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, and may result in the Vendor receiving a less favorable evaluation than without the deviation.

INSTRUCTIONS TO VENDOR

A. LETTER OF TRANSMITTAL

A letter of transmittal shall be addressed to the Contracting Officer and must, at a minimum, contain the following:

1. Identification of the offering firm(s), including name, address and telephone number of each firm;
2. Names of the person(s) representing the firm(s) during the period of the proposal evaluation;
3. A statement to the effect the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
4. Signature of the person(s) authorized to operate a contract on behalf of the firm.

B. TECHNICAL PROPOSAL REQUIREMENTS

Proposals shall be submitted on 8½” X 11” size using a single method of fastening. Offers should be typed, and not include any unnecessary, elaborate, or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Information should be presented in the order in which it is requested.

C. AWARD CRITERIA: For each of the criteria, submit the following information:

Functionality (35%): Provide the necessary detail information showing that the product proposed meets the main functions of the proposal.
Ease of Use (35%): A link to at least one existing provider’s product must be provided for product comparison.
Cost (30%): Provide the total cost including installation, on-site training and software support.

D. PROPOSAL PACKAGING REQUIREMENTS

Proposals shall be submitted in a sealed package. This package shall be marked as specified below and shall contain all of the proposal documents for which the package is required to be marked and no other documents.

QUALIFICATIONS AND TECHNICAL PROPOSAL #

City of Montgomery/The M Real Time Vehicle Information System
1. Letter of Transmittal
2. Technical Proposal
3. References and Non-priced Information (if provided by Vendor)

SUBMITTED BY:

(Vendor's name and address)

Proposal package shall be addressed and delivered to the address specified in "Procuring Agency and Contracting Officer".

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS
A modification of a proposal already received will be accepted by City of Montgomery/The M only if the modification is received prior to the Proposal Due Date, or is specifically requested by City of Montgomery/The M. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

A Vendor may withdraw a proposal already received prior to the Proposal Due Date by submitting, in the same manner as the original proposal, to City of Montgomery/The M a written request for withdrawal executed by the Vendor's authorized representative. After the proposal Due Date, a proposal may be withdrawn only if City of Montgomery/The M fails to award the Contract within the proposal validity period prescribed in "Due Date" or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a Vendor to submit another proposal within the time set for receipt of proposals. This provision for modification and withdrawal of proposals may not be utilized by a Vendor as a means to submit a late proposal and, as such, will not alter City of Montgomery/The M’s right to reject a proposal.

F. DUE DATE
Sealed proposals in original and 3 copies must be received at the address shown in "Procuring Agency and Contracting Officer." All labor, equipment, and materials shall be furnished in strict accordance with the delivery schedule and conditions of the Contract Documents. Proposals and subsequent offers shall be valid for a period of 90 days.

G. OPENING OF PROPOSALS
Proposals will be publicly opened.

H. ACCEPTANCE/REJECTION OF PROPOSALS
City of Montgomery/The M reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more Vendor, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to City of Montgomery/The M, price and other evaluation criteria considered. City of Montgomery/The M reserves the right to consider any specific proposal which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. City of Montgomery/The M reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other Vendor.

If there is any evidence indicating that two or more Vendors are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Vendors shall be rejected and such evidence may be cause for disqualification of the participants in any future solicitations undertaken by City of Montgomery/The M.

I. SINGLE PROPOSAL RESPONSE
If only one proposal is received in response to this RFP and it is found by City of Montgomery/The M to be acceptable, a detailed cost analysis may be requested of the single Vendor. A price or cost analysis, or both, possibly including an audit, may be performed by or for City of Montgomery/The M of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Vendor has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Vendor's price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is
impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A
analysis is a more detailed evaluation of the cost elements in the Vendor's offer to perform. It is conducted to
form an opinion as to the degree to which the proposed costs represent what the Vendor's performance should
cost. A cost analysis is generally conducted to determine whether the Vendor is applying sound management in
proposing the application of resources to the contracted effort and whether costs are allowable, allocable and
reasonable. Any such analyses and the results therefrom shall not obligate City of Montgomery/The M to accept
such a single proposal; and City of Montgomery/The M may reject such proposal at its sole discretion.

J. CANCELLATION OF PROCUREMENT

City of Montgomery/The M reserves the right to cancel the procurement, for sound business reasons, at any time
before the Contract is fully executed and approved on behalf of City of Montgomery/The M.

K. AVAILABILITY OF FUNDS

This procurement is subject to the availability of federal, and City of Montgomery funding. City of Montgomery/The
M's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the
Contract purposes can be made. No legal liability on the part of City of Montgomery/The M for any payment shall
arise until funds are made available to the Contracting Officer for this Contract and until the Contractor receives
notice of such availability, to be confirmed in writing by the Contracting Officer. Any award of Contract hereunder
will be conditioned upon said availability of funds for the Contract.

L. PROTEST

Any protests by an interested party regarding this procurement shall be made in accordance with City of
Montgomery and procedures set in this section. Alleged violations of certain federal requirements provide a
separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 601 (Section 681.15) and
Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23
(Section 23.73).

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall
result in its rejection.

Approved Equals, Clarification, or Protest — Before Proposal Submission:
This section establishes procedure for bidders to seek clarification or review of the technical specifications,
evaluation procedures and addenda. Absent any request for clarification or review of the technical specifications,
evaluation procedures, or addenda, the interpretation of City of Montgomery/The M on the bid documents shall be
final and controlling. A bidder may submit to City of Montgomery/The M requests for approved equals or
clarifications, or protests on the technical specifications or evaluation methodology. Any such requests or protests
must be received by City of Montgomery/The M, in writing, not less than seventeen (17) calendar days before the
final proposals are to be submitted date. Each request for approved equals or protest must be fully supported with
technical data, test results or other pertinent information as evidence that the substitute offered is as good as or
better than that required by the addendum or as evidence that the protest should be upheld.

City of Montgomery/The M must make a determination of each bidder request under this procedure in writing. That
written determination must be mailed or otherwise furnished to the bidder at least 10 calendar days before the final
date scheduled for the proposal submission. Any request for clarification or review of the technical specifications,
evaluation procedures, or addenda from a potential Proposer must be in writing, as must be City of
Montgomery/The M's reply. No oral communications of any manner shall be considered during the evaluation of
proposals nor shall they be binding upon City of Montgomery/The M.

A Proposer may seek review of City of Montgomery/The M's determination on request for approved equals or
clarifications. Requests for such review must be in writing and received by City of Montgomery/The M not less than
7 calendar days before the final date set for proposal submission. Requests for review received less than 7
calendar days before the scheduled proposal submission date shall not be considered. Upon receipt of notice of a
request for review, City of Montgomery/The M shall notify all Proposers that such a notice was received. If the
receipt date is postponed, City of Montgomery/The M shall mail to all prospective Proposers that the receipt date is
postponed until City of Montgomery/The M has issued its decision. After a decision is reached, City of
Montgomery/The M shall issue an appropriate amendment rescheduling the proposal receipt date.

A request for review may be withdrawn at any time before City of Montgomery/The M has issued its decision. City
of Montgomery/The M shall notify all Proposers if a Proposer withdraws a request for review. City of
Montgomery/The M's decision on any request for review under these procedures is final and no other request shall be considered. Any protest involving the technical evaluation methodology or its application is a local issue to be resolved between City of Montgomery/The M and the Proposers.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

Protest of Award (or Proposed Award after Evaluation):

Protest to Award:

All unsuccessful Vendors shall be notified in writing by certified mail return receipt requested of the pending contract award. Protest to the award must be delivered within seventy-two (72) hours after receipt of notice.

1. Initial protests shall be submitted to the City of Montgomery Purchasing Agent within three (3) working days before bid opening or proposal due date or within three (3) working days after award.

2. The City Purchasing Agent will have five (5) working days to render a decision on the protest.

3. The protestor shall then have three (3) working days to submit an appeal to the Chief of Staff. The Chief of Staff will have three (3) working days to render a decision.

4. The Chief of Staff to the Mayor’s decision shall be final

SPECIAL PROVISIONS

NO. 1

THE CITY OF MONTGOMERY REQUIRES THAT A BID BOND BY A RELIABLE SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF ALABAMA BE FILED WITH EACH BIDDER’S BID THAT EXCEEDS $50,000.00. SUCH BOND SHALL BE FOR THE SUM OF FIVE PERCENT (5%) OF THE TOTAL BID. A CASHIERS CHECK PAYABLE TO THE CITY OF MONTGOMERY OR AN IRREVOCABLE LETTER OR CREDIT SHALL ALSO BE ACCEPTABLE.

NO. 2

CITY ORDINANCES MANDATE THAT ANYONE WHO TRANSACTS BUSINESS WITHIN THE CITY LIMITS OF MONTGOMERY BY ONE OR ALL OF THE FOLLOWING SITUATIONS IS SUBJECT TO OBTAIN A CITY BUSINESS LICENSE.

1) A physical location within the City.
2) A representative of your company calls on customer or solicits business within the City.
3) Merchandise is delivered into the City on a vehicle other than by common carrier.

BIDDERS FALLING WITHIN THE ABOVE CATEGORIES WILL BE REQUIRED TO OBTAIN A CITY OF MONTGOMERY BUSINESS LICENSE PRIOR TO ISSUANCE OF A CONTRACT OR PURCHASE ORDER

BUSINESS LICENSE NO. ____________________

No. 3.

Verification of E-Verify Enrollment in accordance with the Besson-Hammon Act.

SECTION 9

- The attached form should be completed and signed. Attach to it verification of your enrollment in E-Verify.
RFP/PROCUREMENT STATEMENT OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT AS AMENDED

This form with attachment is to be returned with the response to any RFP or other form of procurement and is to be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama.

State of __________________________
County of __________________________
“As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, I hereby state that in my capacity as ______________ (state position) for __________________________ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.”
I further assert that said business entity/employer/contractor is enrolled in the E-Verify program if enrollment is not eligible to enroll because of the rules of that program or other factors beyond its control. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

________________________ Signature

ATTACHMENT: VERIFICATION OF E-VERIFY ENROLLMENT.
THIS FORM PROVIDED FOR COMPLIANCE WITH SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) (b).and (c) as amended.

1/3/2013
Overview

The City of Montgomery, Alabama is seeking a request for proposals from a qualified web and mobile application development company to provide a Real Time Passenger Information System for its fixed route service. Fixed route service currently consist of 14 Fixed Routes serviced by up to 30 vehicles and operates between the hours of 5:00 a.m. and 9:35 p.m. Monday through Friday and Saturday 7:30 a.m. until 6:30 p.m.

The Web and Mobile Application agreement should include software maintenance, supplies, all necessary hardware, and installation with configuration. The agreement will include a three (3) year warranty (maintenance support) to The M with no more than a 10% increase in price to provide service throughout agreed upon option years.

Scope of Work

1. Software Components Fixed Route CAD/AVL
   - System will have capability to capture and transmit vehicle location information on a real-time or near-real-time basis.
   - System should have an update frequency rate as close to real-time as possible, no more than 2 seconds per update.
   - iPhone, Android & mobile website apps must be included in the system offering for better access and convenience.
   - System shall offer detailed area and route maps, preferably using familiar maps like Google.
   - System should accommodate and/or offer future option of integrating automated passenger counting.
   - System should be turn-key and cloud hosted. Vendor should describe their go-live strategy and average release timelines.
   - System should provide optional capability and integration of Real-time Transit Data API, including developer documentation that allows for querying data from AVL services, with a JSON document as output. The API should provide real-time vehicle location data and estimated arrival times for vehicles as they approach stops.

2. Passenger Components

   Public website
   - Users shall have ability to view only routes that are of interest to them.
   - System should provide arrival estimates to give riders more detail about anticipated vehicle arrival times.
   - Users shall have the System remember chosen routes from past times they have loaded the website
   - Vendor shall design a banner that uses customer-supplied logos/graphics to clearly identify customer’s transit system and a web address that is easy to market to riders.
   - System shall continuously update the web page (whenever a new estimated time of arrival (ETA) is determined, bus is added/removed, etc.), without the user being required to refresh the webpage.

Mobile Phone Access
- System should allow riders to access arrival estimates via SMS text messaging (particularly for phones that may not have smartphone & web capability).
- For phones with GPS capability, system should provide geolocation features to allow riders to identify location on map.
Smartphone Access
- For smartphones (iPhone, and Android), System should provide interface that shows steady vehicle movement without reloading.
- For smartphones with GPS capability, System should provide geolocation features to allow riders to identify location on map.
- System should provide a free-to-download native iPhone application.
- System should provide a free-to-download native Android application.
- Shall provide an optional notification platform. This should work without the rider opening the app.

Public Vehicle Location Displays
- System shall provide the ability for Customer to use new or existing flat screen monitors to display a version of the System that requires no user interaction (for example, an LCD screen in a building lobby).
- Vendor shall be responsible for ensuring that all maps, routes, and information properly displays and automatically refreshes at LCD screens at all times.
- The display shall include route name and the ability to differentiate routes by design or color.
- The display shall include the ability to identify a specific vehicle and its associated route.

3. Management Components

Management Software Requirements
- System shall provide real-time graphical displays of vehicle location using map interface.
- System shall provide a management interface to allow assignment of buses to routes by dispatchers.
- Interface should be intuitive and simple to use.
- System shall allow announcements to be posted immediately or in advance for posting at pre-defined time. System shall also allow announcements to be removed automatically at a pre-defined time in the future.
- System shall provide historical playback of vehicle locations.
- All back end administrative tools and functions shall be available on cloud based web portal. Solution must be 100% cloud based so that login is able to take place via a web portal at any time of the day.
- New accounts for login to the system must be able to be created instantaneously upon request. There should be at least three options for account privileges (dispatcher, viewer, admin, etc...)
- Certain management functions (e.g. assigning buses, activating routes) shall be allowed from internet-enabled smartphones.

Reports
- System shall provide web-based reports that allow customer to run transit system more efficiently. Desired reports include:
  - On-Time Performance
  - Headway Report
  - Ability to see all of a particular vehicle’s arrivals and departures for the day
- Reports shall allow for time based comparison (e.g. last week vs. this week) and historical reporting.
- Reporting data should be captured and remain accessible for at least 2 years.
- Reports shall be exportable to standard Microsoft document format (Excel)
Support
- Vendor will provide 24-7 support when needed in case of severe emergencies.
- Vendor should be accessible via phone, web and e-mail, at a bare minimum.
- Turnaround response time of vendor for any mission critical component of the system should not exceed 4 hours.
- Vendor shall provide training to all dispatchers, supervisors, administrators, and maintenance technicians prior to deployment of System.
- Vendor shall also provide optional web-based training to all dispatchers, supervisors, administrators, and maintenance technicians prior to deployment of System and on an as-needed basis for future trainees.
- Support shall be available during normal business hours. Standby support shall be available at all other times, including nights, weekends, and holidays.

Hardware
- At the time of installation, the hardware must be the current technology available and compatible with the vendor's software.
- Hardware shall remain under warranty for one year and shall offer options for extending the warranty for up to 5 years.
- Should a malfunction occur which requires hardware to be replaced—during the initial contract; the replacement equipment must be new with the latest technology at the time of replacement and/or installation.

Software
- At the time of implementation, the software must be the current version and compatible with the vendor's hardware.
- No installations of any kind on any transit Agency computers or servers. Everything must be stored on Vendor's servers.
- Vendor must always ensure that the Transit Agency is utilizing the latest approved software version available.

Conditions of Acceptance
Final acceptance of product will be contingent upon a 30 day testing and evaluation period commencing after installation and training (hardware and software) has been completed.
FTA Contract Clauses

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

1) The Purchaser 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 the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 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.

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

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1) The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

FEDERAL CHANGES

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

TERMINATION

1) Termination for Convenience (General Provision)

The City of Montgomery/The M may terminate this contract, in whole or in part, at any time by either party giving sixty (60) days written notice to the Contractor when it is in the Government'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. The Contractor shall promptly submit its termination claim to the City of Montgomery/The M to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Montgomery/The M, the Contractor will account for the same, and dispose of it in the manner the City of Montgomery/The M directs.

2) Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Montgomery/The M may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Montgomery/The M that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Montgomery/The M, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3) Opportunity to Cure (General Provision)

The City of Montgomery/The M in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [ten business days] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Montgomery/The M’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) business days] after receipt by Contractor of written notice from the City of Montgomery/The M setting forth the nature of said breach or default, the City of Montgomery/The M shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Montgomery/The M from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4) Waiver of Remedies for any Breach

In the event that the City of Montgomery/The M elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Montgomery/The M shall not limit the City of Montgomery/The M’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5) Termination for Default [Supplies and Service]
If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Montgomery/The M may terminate this contract for default. The City of Montgomery/The M shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

Civil Rights –

The following requirements apply to the underlying contract:

1. **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.

2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
   a. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the 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.
   b. **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.
   c. **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.

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

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.75%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration
of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Montgomery/The M deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful Offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Montgomery/The M.

e. The contractor must promptly notify City of Montgomery/The M, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Montgomery/The M.

Incorporation of Federal Transit Administration (FTA) 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 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Suspension and Debarment

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

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

By signing and submitting its proposal, the Offeror or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of Montgomery/The M. If it is later determined that the Offeror or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Montgomery/The M, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Offeror 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 Offeror or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
Access requirement to persons with disabilities (ADA)

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

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;


(6) U.S. GSA regulations, "Accommodations for the Physically Handicapped" 41 C.F.R. Subpart 101-19;


(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(10) Any implementing requirements FTA may issue.
REQUIRED FORMS

ATTACHMENT A

OFFEROR'S REPRESENTATIONS

By the act of submitting a proposal for the proposed Contract, the Offeror represents that:

- The Offeror and all subcontractors the Offeror intends to use have carefully and thoroughly reviewed the Specifications and other Documents and found them complete and free from ambiguities and sufficient for the purpose intended.
- The Offeror and all workers, employees and subcontractors the Offeror intends to use shall follow all applicable codes and regulations, including but not limited to, the Americans with Disabilities Act (ADA) requirements.
- The Offeror and all workers, employees and subcontractors the Offeror intends to use are skilled and experienced in the type of work represented by the Construction Contract Documents bid upon.
- The proposal figure is based solely upon the Service Documents and properly issued written Addenda and not upon any other written representation.
- Neither the Offeror nor any of the Offeror's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the City of Montgomery/The M in assembling the proposal figure.

Acknowledged:

By: __________________________

For: __________________________

Date: _________________________
ATTACHMENT B
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 190.

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
   (1) Debarred,
   (2) Suspended,
   (3) Proposed for debarment,
   (4) Declared ineligible,
   (5) Voluntarily excluded, or
   (6) Disqualified.

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
   (1) 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.
   (2) Violation of any Federal or State antitrust statute, or
   (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.

c. It is 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 listed in the preceding subsection 2.b of this Certification.

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification.

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA.

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   (1) Equals or exceeds $25,000,
   (2) Is for audit services, or
   (3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
   (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification Contractor __________________________________________________________

Signature of Authorized Official ________________________________ Date __/__/__
ATTACHMENT C

PROPOSED EXCEPTION TO RFP

Requesting Firm: ________________________________

Name: ________________________________

Address: ________________________________

Phone: __________________ Fax: __________________

Signature: ________________________________

Re: Section: _______ Page: _______ Line: _______

Proposed Exception: Please enclose catalogs, product information, literature, technical and/or performance specifications as pertinent to help our evaluation.

NB:

In the interest of saving paper, exceptions may be submitted in letter Format provided the section, page and line numbers are clearly marked.
ATTACHMENT D

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the solicitation document. Write the number and the date issued for each addenda received. If none were received, then write "N/A" here:

__________________

Addendum No.: ________________  Dated: ________________

Addendum No.: ________________  Dated: ________________

Addendum No.: ________________  Dated: ________________

Addendum No.: ________________  Dated: ________________

Addendum No.: ________________  Dated: ________________

Addendum No.: ________________  Dated: ________________

Signature: ____________________________

Name: ________________________________

Title: ________________________________

Firm Name: __________________________

Date: ________________________________
ATTACHMENT E

INELIGIBLE CONTRACTOR CERTIFICATE

The ___________________________________________

(Name of Third Party Contractor)

hereby certifies that it is/is not (underscore one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Company Name: ________________________________________

Authorized Signature: ____________________________________

Title: ___________________________ Date: __________________________
ATTACHMENT F

AFFIDAVIT AND INFORMATION REQUIRED OF OFFERORS

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Offeror (if the Offeror is an individual), a partner in the bid (if the Offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Offeror is a corporation); and

2. That the attached bid or bids have been arrived at by the Offeror independently and have been submitted without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition; and

3. That the contents of the bid or bids has not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Company Name: ________________________________

Authorized Signature: ________________________________

Title: ___________________________ Date: ___________________________

Subscribed and sworn to before me this Proposer's E.I. Number:

_______ day of ___________ , 20____ (Number used on Employer's Quarterly Federal Tax Return)

________________________________________

Notary Public

My Commission Expires: _______________, 20____
**ATTACHMENT G**

**REQUEST FOR PRE-OFFER CHANGE OR APPROVED EQUAL**

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date.

<table>
<thead>
<tr>
<th>Request #</th>
<th>Vendor:</th>
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<tr>
<td>Solicitation Ref.</td>
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Questions/Clarifications or Approved Equal:

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PRICE SCHEDULE
RFP No
FIRM: __________________________

INSTRUCTIONS:
1. State your best price.
2. Submit a signed original of this Price Schedule, **sealed in a separate envelope**, to the City of Montgomery.

On the outside of the envelope include your company name.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>Cost of Application</td>
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<td>GPS Devices (Physical Devices for Buses)</td>
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<td>Hosting</td>
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<td>End-user Training</td>
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<td>Extended Warranty</td>
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TOTAL BID: $ __________________