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**1 REQUEST FOR PROPOSALS**

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**RFP # 2009-004**

**Montgomery Area Transit System, City of Montgomery**

**Montgomery, Alabama**



## **1.2 COMMUNICATIONS AND REQUESTS**

### **A. PROPOSER COMMUNICATIONS AND REQUESTS**

All correspondence, communications contact in regard to any aspect of this solicitation or offers shall be with the Contracting Officer identified in “Procuring Agency and Contracting Officer” (Section 1.1; A.) above, or his/her designate representative. Proposers and their representatives shall not make any contact with or communicate with any members of MATS, 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” (Section 1.1; C.), Proposers 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 Proposer making the request shall be responsible for its proper delivery to MATS per “Procuring Agency and Contracting Officer” (Section 1.1; A.) on the form provided in “Request for Pre-Offer Change or Approval Equal”. MATS will not respond to oral requests. 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 MATS 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 MATS shall not be binding on MATS.

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

### **B. ADDENDA TO RFP**

MATS reserve the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. MATS shall provide copies of the addenda to all prospective Proposers officially known to have received the RFP. Prospective Proposers, or their agents, shall be responsible to collect the addendum at the address provided in “Procuring Agency and Contracting Officer” (Section 1.1; A. above) or receive same otherwise. Notification of the addendum will be mailed or e-mailed to all prospective Proposers officially known to have received the RFP and to the address provided by each prospective Proposer. Failure of any prospective Proposer to receive the notification or addendum shall not relieve the Proposer 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 Proposers 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 MATS’s sole option disqualify the proposal.

If MATS 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 MATS determines will allow Proposers sufficient time to revise their proposals. Any new Due Date shall be included in the addenda.

### C. CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS

Proposals stating conditions, exceptions, reservations or understandings (hereinafter “deviations”) relating to the RFP may be rejected. 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 MATS. All deviations not found by MATS to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, and may result in the Proposer receiving a less favorable evaluation than without the deviation.

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| <b>1.3 INSTRUCTIONS TO PROPOSERS</b> |
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Proposals shall be submitted in a sealed envelope, clearly marked

### **RFP# 2009-004 MOBILE DIGITAL VIDEO SYSTEM (MDVR) and RELATED EQUIPMENT PROCUREMENT**

Companies shall submit one original and five (5) copies of the proposal response.

Proposals shall be addressed and delivered to the below address

**Montgomery Area Transit System  
2318 W. Fairview Avenue  
Montgomery, Al. 36108**

### 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) in the negotiations 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. PROPOSAL REQUIREMENTS

Proposals shall be submitted in 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.

Proposals shall be structured as follows, with tabs for each of the numbered items below:

1. Submission Form and Cover Letter. The proposal must be signed by a duly authorized officer. Include contact information for that person or persons who will be authorized to represent the Proposer.

2. Table of Contents
3. Capability and Experience. A detailed list of items to include in this section is found in the Evaluation Criteria section following.
4. Technical Specifications. Provide a clear and concise description of the equipment and services to be provided by your company under the contract. Describe the overall design to be used in carrying out this project. The information provided relating to the MDVR system will be utilized to evaluate the proposal. Technical specifications must include a preventative maintenance program.
5. Cost. Provide the total fee for which your firm will provide the requested installation and services. Use forms provided.
6. Proposed Warranty
7. Proposed Installation Schedule
8. Proposed Training Schedule
9. Required Forms

#### **C. PRICE PROPOSAL REQUIREMENTS**

- A. Purchase and Installation of 50 MDVR systems.
- B. All licenses for software, firmware and updates
- C. Certifications of warranty for hardware
- D. Installation and testing of the system
- E. All manuals for operators, maintenance, and IT
- F. Training of administrative, operations and maintenance personnel
- G. Spare parts

#### **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. The same requirements shall apply to any Best and Final Offers, which may be requested. Proposal package shall be addressed and delivered to the address specified in "Procuring Agency and Contracting Officer" (Section 1.1; A.).

QUALIFICATIONS AND TECHNICAL PROPOSAL # **RFP # 2009-004**

**MONTGOMERY AREA TRANSIT SYSTEM RFP PURCHASE and INSTALLATION of MOBILE  
DIGITAL VIDEO RECORDER SYSTEM**

SUBMITTED BY: (Proposer's name and address)

#### **E. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

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

This provision for modification and withdrawal of proposals may not be utilized by a Proposer as a means to submit a late proposal and, as such, will not alter MATS's right to reject a proposal.

**F. DUE DATE**

Sealed proposals in original and five (5) copies must be received at the address shown in "Procuring Agency and Contracting Officer" (Section 1.1; A.) until **5:00pm CST October 9, 2009** for the provisions of 50\_MDVR system. 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.

**1.4 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION**

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. Subject to MATS's right to reject any or all proposals, the Proposer will be selected whose proposal is found to be most advantageous to MATS, based upon consideration of the criteria. The approach and procedures are those which are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range.

MATS will consider all the material submitted by the Proposer and related evidence MATS may obtain to determine whether the Proposer is capable of and has a history of successfully completing contracts of the type solicited. A clear and complete response to the solicitation is critical so the evaluation team may adequately understand all aspects of the proposal.

Proposers shall furnish acceptable evidence of their ability to perform, such as financial stability and the ability to obtain the necessary personnel when requested by MATS. Refusal to provide requested information may cause the proposal to be rejected.

Discussions and negotiations may then be carried out with Proposers within the competitive range, after which Best and Final Offers (BAFOs) may be requested. However, MATS may select a proposal for award without any discussions or negotiations or request for any BAFO(s). Subject to MATS's right to reject any or all proposals, the Proposer will be selected whose proposal is found to be most advantageous to MATS, based upon consideration of the criteria of "Qualification Requirements" and "Proposal Evaluation Criteria" below.

**A. OPENING OF PROPOSALS**

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiations and selection process. Only the members of the Evaluation and Selection Committee and other Procuring Agency officials, employees and agents having a legitimate interest will be provided access to the proposals and evaluation results during this period.

**B. EVALUATION AND SELECTION COMMITTEE**

An Evaluation and Selection Committee will be established. The Committee will make all decisions regarding the evaluations, determination of responsible Proposers and the competitive range, negotiations and the recommendation of the Proposer, if any, that may be awarded the Contract.

## C. PROPOSAL SELECTION PROCESS

The following describes the process by which proposals will be evaluated and a selection made for a potential award. Any such selection of a proposal by a responsible Proposer shall be made by consideration of only the criteria of “**Qualification Requirements**” and “**Proposal Evaluation Criteria**” below. Section 1.4; C.; 1 specifies the requirements for determining responsible Proposers, all of which must be met by a Proposer to be found qualified. Final determination of a Proposers qualification will be made based upon all information received during the evaluation process and as a condition for the award. Sections 1.4; C.; 2 contain all of the technical and pricing evaluation criteria, by which a proposal from a qualified Proposer will be considered for selection. An award, if made, will be to a responsible Proposer for a proposal, which is found to be in MATS’s best interest, price and other evaluation criteria considered.

### 1. Qualification Requirements

The following are the requirements for qualifying responsible Proposers. All of these requirements must be met; therefore, they are not listed by any particular order of importance. The Proposer of any proposal that the Selection Committee finds not to meet these requirements, and cannot be made to meet these requirements, may be determined by the Selection Committee not to be responsible and its proposal to be rejected. The requirements are as follows:

- I. Sufficient financial strength and resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner as measured by:
  - A. Willingness of any parent company to provide the required financial guaranty evidenced by a letter of commitment signed by an officer of the parent company having the authority to execute the parent company guaranty.
  - B. Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the Proposer can be insured for the required amount.
- II. Evidence that the human and physical resources are sufficient to perform the contract as specified and assure delivery of all equipment within the time specified in the Contract, to include:
  - A. Organization with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment to complete the Contract as required and satisfy any engineering or service problems that may arise during the warranty period.
  - B. Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule. Capability to meet the required delivery schedule once ordered.
  - C. A spare parts procurement and distribution system sufficient to support equipment Maintenance without delays and a service organization with skills, experience and equipment sufficient to perform all warranty and on-site work.
- III. Evidence of satisfactory performance and integrity on contracts in making deliveries on-time, meeting specifications and warranty provisions, parts availability, and steps the Proposer took to resolve any judgments, liens, equipment defect history, and warranty claims. Evidence shall be by client references.

## 2. Proposal Evaluation Criteria

MATS will evaluate all of the following factors in appraising the responses to this RFP and will use these criteria in the evaluation process in an effort to select a contractor that can best serve its needs.

The criteria have been established to afford all proposers an opportunity to know the basis upon which their proposals will be evaluated and in order to evaluate all proposals on an equal basis.

Award will be made to the proposer whose final offer is the most advantageous to MATS in accordance with the criteria set forth. MATS reserve the right to accept other than the lowest cost proposal, reject and all proposals, or to negotiate.

Each proposal will be initially analyzed and judged according to the criteria set forth below. The maximum score is 100 points.

**(1) Technical Specifications: 25 points**

The proposer's technical submittal regarding MDVR construction and system design, as well as documented reliability, maybe used in this evaluation. Other design and performance elements of the components which comprise those systems will be evaluated. .

**(2) Cost/Price: 45 points**

The Evaluation Committee may consider the reliability of the parts to be provided, as well as parts standardization, warranties, and other factors that affect the overall cost in determining its assessment of point to be awarded. The time frame for contract performance of the product may be considered as material elements of the price offered. The extent to which MATS can analyze the cost and pricing data may affect the final point determination.

**(3) Delivery: 10 points**

The Committee will look at the proposed date of delivery and project completion, including training schedule.

**(4) Qualification/Compliance: 15 points**

MATS seek information regarding the Proposer's capabilities and experience, as well as those of manufacturers of key subsystems and components. At a minimum, the Proposer will want to include the following:

- A brief history of the Proposer's experience in the
- A description of the company's product evaluation and testing cost control and partnering arrangements.
- Research and development capabilities including staffing, facilities and new technologies, which may be available for this solicitation.
- Capabilities for customer technical assistance, including expertise and experience, any third-party certifications, typical response times for both emergency and non-emergency situations.
- Capabilities for provision and service of replacement parts, including availability and delivery times under emergency and non-emergency situations;
- Established programs for the training.
- Listing of at least five (5) references. Listing the name, address, telephone number of customer's representative that are compatible to type and quantity to this solicitation.
- Procedures for the development and updating of technical manuals and publications.

**(5) Proposed Warranty: 5 points**

The initial length of warranty period shall be a factor in the awarding of points. Construction and system design as well as documented reliability may be used in this evaluation as well as other

design and performance elements of the components which comprise those systems. At a minimum, test results, safety and maintenance factors and cost of operation for the product design and system components proposed may be considered in determining final point for this factor.

- B. **Basis for Award Criteria (Best Value):** This is a competitive source selection. The award will be made to that Proposer who is deemed responsible in accordance with the evaluation procedures, possesses the management, financial, technical and appropriate facility capabilities necessary to fulfill the requirements of the contract and whose proposal conforms to solicitation requirements, and is judged by an integrated assessment of the evaluation criteria to be most advantageous to Montgomery Area Transit System, price and other factors considered. For the purposes of this procurement, all evaluation factors, other than cost / price, when combined, are significantly more important than the cost / price area in this acquisition, therefore, Montgomery Area Transit System may select other than the lowest cost / priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. For evaluation purposes, if proposals become more technically equivalent, then cost / price becomes more important.

### **3. Evaluation Procedures**

All aspects of the evaluations of the proposals and any discussions/negotiations, including documentations, correspondence and meetings, will be kept confidential during the evaluation and negotiation process.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the competitive range. Montgomery Area Transit System reserves the right to request a Proposer to provide any missing information and to make corrections. Therefore, Proposers shall pay close attention to and strictly follow all instructions. Submittal of a proposal will signify that the Proposer has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the "Form for Proposal Deviation".

Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified in the "Qualification Requirements" and "Evaluation Criteria" sections. Montgomery Area Transit System will select for any reward the highest ranked proposal from responsible Proposers, which do not render this procurement financially infeasible and is judged to be most advantageous to Montgomery Area Transit System based on consideration of the above mentioned sections.

- **Qualifications of Responsible Proposers**

Proposals will be evaluated in accordance with the requirements set forth in "Qualification Requirements" to determine the responsibility of Proposers. Any proposals from Proposers whom Montgomery Area Transit System finds not to be responsible and finds cannot be made to be responsible may not be considered for the competitive range. Final determination of a Proposers responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by Montgomery Area Transit System, information submitted in a BAFO and information resulting from Montgomery Area Transit System inquiry of Proposers references and its knowledge of the Proposer.

- **Discussions with Proposers in the Competitive Range:**

The Proposers whose proposals are found by Montgomery Area Transit System to be within the competitive range, or may be reasonably made to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such Proposer may be invited for a private interview(s) and discussions with Montgomery Area Transit System to discuss answers to written or oral questions, clarifications, and any facet of its proposal.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements, those said conditions, exceptions, reservations or understandings may be negotiated during these meetings. However, Montgomery Area Transit System shall have the right to reject any and all such conditions and/or exceptions, and instruct the Proposer to amend its proposal and remove said conditions and/or exceptions; and any Proposer failing to do so may cause Montgomery Area Transit System to find such proposal to be outside the competitive range.

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

- **Best and Final Offers (BAFO)**

Each of the Proposers in the competitive range will be afforded the opportunity to amend its proposal and make its BAFO. The requests for BAFO's shall include:

- Notice that discussions/negotiations are concluded;
- Notice that this is the opportunity for submission of a BAFO;
- A common date and time for submission of written BAFO's, allowing a reasonable opportunity for preparation of the written BAFO's;
- Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified by Montgomery Area Transit System for the receipt of BAFO's;
- Notice that if Proposers do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous offer will be construed as their BAFO.

Any modifications to the initial proposals made by a Proposer in its BAFO shall be identified in its BAFO. Montgomery Area Transit System will evaluate BAFO's according to the same requirements and criteria as the initial proposal. Montgomery Area Transit System will make appropriate adjustments to the initial scores for any sub-criteria and criteria, which have been affected by any proposal modifications made by the BAFO's. These final scores and rankings within each criterion will again be arrayed by Montgomery Area Transit System and considered according to the relative degrees of importance of the "Evaluation Criteria".

Montgomery Area Transit System will then choose that proposal which it finds to be most advantageous to Montgomery Area Transit System based upon the evaluation criteria. The results of the evaluations and the selection of a proposal for any award will be documented in a report.

Montgomery Area Transit System reserves the right to make an award to a Proposer whose proposal it judges to be the most advantageous to Montgomery Area Transit System based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFO.

## **1.5 RESPONSE TO PROPOSALS**

### **A. CONFIDENTIALITY OF PROPOSALS**

Access to government records is governed by the *State of Alabama*. Except as otherwise required by the *City of Montgomery*, MATS will exempt from disclosure proprietary information, trade secrets and

confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and information that which a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

The Proposer may (or shall) submit proprietary information, trade secrets or confidential commercial and financial information, which an Proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.

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

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

## **B. ACCEPTANCE/REJECTION OF PROPOSALS**

MATS reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more Proposers, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to MATS, price and other evaluation criteria considered. MATS reserve 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. MATS reserve the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other Proposers.

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

MATS may reject a proposal that includes unacceptable deviations as provided in "Conditions, Exceptions, Reservations or Understandings" (Section 1.2; C.)

## **C. SINGLE PROPOSAL RESPONSE**

If only one proposal is received in response to this RFP and it is found by MATS to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for MATS of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer 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 Proposer'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 cost analysis is a more detailed evaluation of the cost elements in the Proposer's offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer 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 there from shall not obligate MATS to accept such a single proposal; and MATS may reject such proposal at its sole discretion.

**D. CANCELLATION OF PROCUREMENT**

MATS reserve the right to cancel the procurement, for sound business reasons, at any time before the Contract is fully executed and approved on behalf of MATS.

**E. AVAILABILITY OF FUNDS**

This procurement is subject to the availability of federal, and City of Montgomery funding. MATS'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 MATS 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.

**F. PROTEST**

Protest Procedures

General - Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. MATS will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Montgomery Area Transit System, 2318 West Fairview Ave, Montgomery, Alabama, 36108. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- (a) Name, address, and telephone number of protestor,
- (b) Identification of contract solicitation number,
- (c) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- (d) A statement as to what relief is requested.

Protests must be submitted to MATS in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

In the procedures outlined below, the General Manager is considered to be the Contracting Officer.

Protests Before Bid Opening - Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to bid opening or closing date for receipt of bids or proposals. If the written protest is not received by the time specified, bids or proposals may be received an award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or response from other bidders, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of MATS' request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by MATS that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by MATS, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of informal hearing.

Protests After Bid Opening/Prior to Award - Bid protests against the making of an award by the MATS must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the MATS. Notice of the protest and the basis therefore will be given to all bidders or proposers. In addition, when a protest against the making of an award by the MATS is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless MATS determines that:

- (a) The items to be purchased are urgently required
- (b) Delivery or performance will be unduly delayed by failure to make award promptly, or
- (c) Failure to make award will otherwise cause undue harm to MATS or the federal government.

Protests After Award - In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis therefore. If the contractor has not executed the contract as of the date the protest is received by MATS, the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless MATS determines that:

- (a) The items to be purchased are urgently required
- (b) Delivery or performance will be unduly delayed by failure to make award promptly, or
- (c) Failure to make award will otherwise cause undue harm to MATS or the federal government.

Protests to Federal Transit Administration (FTA) - Under certain limited circumstances, an interested party may protest to the FTA the award of a contract pursuant to an FTA grant. FTA's review of any such protest will be limited to:

- (a) Alleged failure by MATS to have written protest procedures or alleged failure to follow such procedures, or

- (b) Alleged violations of specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

Protestors shall file a protest with FTA not later than five (5) working days after a final decision of MATS' Contracting Officer is rendered under the MATS protest procedure. In instances where the protestor alleges that MATS failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) federal working days after the protestor knew or should have known of MATS' failure to render a final determination in the protest.

Submission of Protest to FTA - Protests submitted to FTA should be submitted to the FTA Region Office in Atlanta, Georgia with a concurrent copy to MATS. The protest filed with FTA shall:

- (a) Include the name and address of the protestor
- (b) Identify the MATS project number and the number of the contract solicitation
- (c) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow MATS' protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible
- (d) Include a copy of the local protest filed with MATS and a copy of the MATS decision, if any.

**2. GENERAL CONTRACTUAL PROVISIONS**

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**RFP # 2009-004**

**Montgomery Area Transit System, City of Montgomery**

**Montgomery, Alabama-**

## **CONTRACT AND MODIFICATIONS**

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### **CONTRACT AWARD AND EXECUTION**

The acceptance of an Offer for award, if made, shall be evidenced by a notice of award of Contract in writing delivered in person or by registered mail to the Proposer whose Offer is accepted. No other act by the Procuring Agency shall evidence acceptance of an Offer. Such notice shall obligate said Proposer to commence performance under the Contract as specified in "Production of Documents".

### **CONTRACT DOCUMENTS**

The Contract consists of the following:

- Part 1 – Request For Proposal
- Part 2 – General Contractual Provisions
- Part 3 – MDVR Technical Specifications
- Part 4 – Required Forms
- Part 5 – Options

### **MODIFICATIONS TO CONTRACT**

#### **A. CONTRACTOR CHANGES**

Any proposed change in the Contract shall be submitted to the appropriate Procuring Agency for its prior approval.

#### **B. WRITTEN CHANGE ORDERS**

Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval therefore. The contractor shall be liable for all costs resulting from, and / or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

#### **C. CHANGE ORDER PROCEDURE**

As soon as reasonably possible, but no later than 30 (thirty) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Contract Disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered.

### **PARTIES AND CHANGES IN PARTIES**

The Contractor will not assign nor subcontract its rights or obligations under the Contract without prior written permission of the Procuring Agency, and no such assignment will be effective until approved in writing by the Procuring Agency.

### **SPECIFICATION AND OFFER OMISSIONS**

Notwithstanding the provision of drawings, technical specifications, or other data by the Procuring Agency, the Contractor shall have the responsibility of supplying all parts and details required to make the MDVR

System and/or complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications.

Any request, condition, exception, reservation, understanding or other deviation by Contractor not separately stated as required by "Instructions to Proposers" (Section 1.3; A. of the Procuring agency's solicitation) by completing the specified form(s) shall be invalid and shall not be binding on the Procuring Agency.

**BREACHES AND DISPUTES**

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to the Contract which is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration), or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's or Chief Executive Officer's decision, as the case may be.

- A. **Notice of Dispute.** All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) days of the determination of the dispute.
- B. The Contracting Officer shall issue a written decision within 14 (fourteen) days of receipt of a request.
- C. Within 30 (thirty) days of the issuance of any administratively final and conclusive decision under this the Contractor shall notify the Procuring Agency in writing of the Contractor's agreement with the final decision. Failure to provide such written notice of agreement shall indicate intent by the Contractor to litigate the claim.
- D. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Alabama.

**COMMUNICATIONS**

Communications in connection with this Contract shall be in writing and shall be delivered personally; or by facsimile; or by regular, registered, or certified mail addressed to the Officer(s) or employee(s) of the Procuring Agency and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

Communications shall be considered received at the time actually received by the addressee or designated agent.

**DELIVERY AND TITLE**

**DELIVERIES**

**A. DELIVERY PROCEDURE**

Delivery of shall be determined by signed receipt of the Procuring Agency's designated agent(s) at the following point of delivery and may be preceded by a cursory inspection of the MDVR System .

Montgomery Area Transit System (MATS)  
2318 W. Fairview Avenue  
Montgomery, Alabama 36108

Any deviations to the delivery point must be approved by MATS.

**B. DELIVERY SCHEDULE**

The MDVR shall be delivered at a rate as per agreed to with the Contractor. Hours of delivery shall be 9 a.m. through 4 p.m. the following days of the week: Monday through Friday.

## UNAVOIDABLE DELAYS

### A. CONTRACTOR'S DELAY

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

- A. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award;
- B. The Contractor demonstrates that the completion of the Work and/or affected deliver(s) will be actually and necessarily delayed;
- C. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
- D. The Contractor makes written request and provides other information to the Procuring Agency as described in "Notification of Contractor Delay" (section 2.10; B. below).

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

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

## DELIVERY PAYMENT

The Procuring Agency shall make payments for the MDVR System at the unit prices itemized in the Price Schedule within 30 (thirty) calendar days after the delivery and acceptance of each MDVR and receipt of a proper invoice. In the event that the MDVR System does not meet all requirements for acceptance the Procuring Agency may, at its exclusive option, "conditionally accept" the MDVR System and place it into revenue service pending receipt of Contractor furnished materials and /or labor necessary to effectuate corrective action for acceptance. For any conditionally accepted MDVR System, the payment shall be reduced by an amount to be withheld, and paid upon corrective action by the Contractor, equal to twice the estimated cost for parts and labor for the corrective action.

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

- A. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract.
- B. Rectification of any deficiencies found during the acceptance of MDVR System.
- C. Contractor provision of any certifications as required by law and/or regulations.
- D. Completion of post delivery audits required under the Contract.

## **AUDIT AND INSPECTION OF RECORDS**

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In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R § 19.48(d), and 49 U.S.C. § 5325(a), provided the Procuring Agency is the FTA Recipient or a subgrantee of the FTA Recipient, the Contractor agrees to provide the Procuring Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

- A. In the event of a **sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement** the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable), or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.
- B. **For Contract modifications or change orders** the Contracting Officer, the U.S. Department of Transportation (if applicable), or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete, or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment and the Procuring Agency shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.
- C. For any **cost reimbursable work** the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable), or their representatives shall have the right to examine books, records, documents, and other evidence, including review of accounting principles and practices that reflect properly all direct and indirect costs incurred as related to said cost reimbursable work.
  1. The materials described in Paragraphs A, B and C above shall be available at the Contractor's office at all reasonable times for inspection, audit, and making excerpts and transcriptions until 3 (three) years from the date of final payment under the Contract except that the materials described in Paragraph A above shall also be available prior to any award and materials relating to "Service and Parts" (Section 2.13). for records relating to appeals under "Disputes" (Section 2.7), "Audit and Inspection of Records" (this Section 2.13), litigation, or the settlement of claims arising out of the negotiation or the performance of Contract modifications, records shall be kept available until such appeals, litigation, or claims have been disposed of.
  2. The Contracting Officer and his/her representative and any other parties authorized under this clause shall employ sound business practices to protect the confidence of the data specified under this clause, for which the Contractor provides access, against disclosure of such information and material to third parties except as permitted by the Contract. The

Contractor shall be responsible for ensuring that any confidential data bears appropriate notices relating to its confidential character.

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

## **INDEMNIFICATION**

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

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the Procuring Agency, its officers, employees, agents or consultants, including negligence in (1) the preparation of the Contract documents, or (2) the obligations of the Contractor shall not extend to circumstances where the injury, or death, or damages is caused, in whole or in part, by the negligence of any third party operator, not including an assignee or subcontractor of the Contractor, subject to the right of contribution as provided in the next sentence below. In case of joint or concurrent negligence of the parties hereto giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

## **FEDERAL REQUIRED CLAUSES**

### **POLICIES FOR ALL TIERS**

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Contractor agrees to comply with the subsections of this Section and to include these requirements in all subcontracts of every tier. The following are Federal Clauses required:

#### **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

- (1) MATS/City of Montgomery 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 MATS/City of Montgomery, 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 AND RELATED ACTIONS**

- (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**

**Access to Records** - The following access to records requirements apply to this Contract:

The Contractor agrees to provide MATS, 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.

The Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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.

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).

#### INCORPORATION OF 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 (**MATS/City of Montgomery**) requests which would cause the (**MATS/City of Montgomery**) to be in violation of the FTA terms and conditions.

#### CHANGES IN FEDERAL LAWS AND REGULATIONS

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

#### 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.

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| <b>DISADVANTAGED BUSINESS ENTERPRISE</b> |
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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 agency's overall goal for DBE participation is 3 %. A separate contract goal has not been established for this procurement

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 MATS deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Bidders/Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of

this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal.

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/Proposer's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Proposers must present the information required above with initial proposals (*see* 49 CFR 26.53(3)).

The successful bidder/Proposer 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 City of Montgomery/MATS. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify MATS 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 MATS.

#### INCORPORATION OF FTA TERMS

**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.

#### BREACHES AND DISPUTES

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **MATS/City of Montgomery's**. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between **MATS/City of Montgomery** and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the **MATS/City of Montgomery** is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by **MATS/City of Montgomery**, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## TERMINATION

The following language outline conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

**a. Termination for Convenience (General Provision)** MATS may terminate this contract, in whole or in part, at any time by 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 MATS to be paid the Contractor. If the Contractor has any property in its possession belonging to MATS, the Contractor will account for the same, and dispose of it in the manner MATS directs.

**b. 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, MATS 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 MATS 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 (Recipient), 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.

**c. Opportunity to Cure (General Provision)** MATS in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**f. 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, MATS may terminate this contract for default. MATS 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.

#### ENVIRONMENTAL PROTECTION

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; And joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

#### ADA ACCESS REQUIREMENT

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

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

- (6) U.S. GSA regulations, “Accommodations for the Physically Handicapped” 41 C.F.R. Subpart 101-19;
- (7) 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;
- (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.

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| <b>CLEAN AIR</b> |
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- (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 the MATS/City of Montgomery and understands and agrees that the MATS/City of Montgomery 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 FTA.

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| <b>CLEAN WATER</b> |
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- (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 the MATS/City of Montgomery and understands and agrees that the MATS/City of Montgomery 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 FTA.

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| <b>DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS</b> |
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**Instructions for Certification**

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

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, **MATS/City of Montgomery** may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to **MATS/City of Montgomery** if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact **MATS/City of Montgomery** for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by **MATS/City of Montgomery**.
  5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

1. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (**MATS/City of Montgomery**) may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"**

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**STATE AND LOCAL LAW DISCLAIMER**

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the MATS/City of Montgomery's procurement documents, the grantees should consult with their local attorney.

**BUY AMERICA**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, 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 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or Proposer must submit to the MATS/City of Montgomery the appropriate Buy America certification with all bids or offers 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 non-responsive. This requirement does not apply to lower tier subcontractors.

**FLY AMERICA**

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

**LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**CARGO PREFERENCE**

The 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, material, or commodities pursuant to the underlying contract 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 leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
  
- 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.

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| <b>ENERGY CONSERVATION</b> |
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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 (42 U.S.C. 6321 et seq.).

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| <b>ITS ARCHITECTURE</b> |
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The Contractor agrees to comply with mandatory standards and policies relating to National ITS Architecture and Standards to the extent required.

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### **3 DIGITAL VIDEO SYSTEM TECHNICAL SPECIFICATIONS**

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**RFP # 2009-004**

**Montgomery Area Transit System**

**Montgomery, Alabama**

## **DIGITAL VIDEO RECORDER (DVR) SYSTEM**

### **HARDWARE**

#### **ENCLOSURE**

1. The DVR shall be ruggedized and secure with lockable recording media and an additional enclosure.
2. The system shall be made entirely of new materials and shall be engineered and constructed with rugged materials to protect the system from environmental elements including shock, dust and humidity.
3. The DVR shall be Mil-Spec Rated: STD-810F and SAE Rated: J1455 for vibration and shock and include a shock absorbing mounting kit.
4. The system shall record onto a removable hard disk drive equipped with a key lock to prevent tampering, and shall be “swappable” for use in any same model DVR.
5. The system shall utilize a removable and lockable 3.5” hard disk drive to maximize storage capacity.
6. The system shall be FCC approved and shall be powered by 12 or 24 VDC vehicle power supply connected by 14 gauge wire and protected from spikes, surges and reverse polarity operating between 9 and 30 VDC.
7. The DVR shall meet the requirements of ISO 7637-2 “Electrical disturbances from conduction and coupling”
8. The DVR shall have the option to remain operating for a pre-determined length of time after the vehicle power is terminated, up to 15 minutes.
9. The system shall feature pre-event recording that allows the system to record up to 5 minutes of video prior to system activation (manual, motion activation, etc.).
10. The DVR shall not exceed a size that allows for interior vehicle mounting including access for maintenance.
11. The weight of DVR should not cause undue stress to any aspect of vehicle performance
12. The DVR shall be compatible with a facility-based DVR system and allow for software interoperability between vehicle and facility recording systems.

#### **CAPABILITIES/CAPACITIES**

The system hardware shall support simultaneous recording of a minimum of seven (7) cameras. Audio channels shall be capable of synchronizing to user-selectable cameras.

1. The digital video recording system shall be capable of simultaneous recording and playback, allowing the user to review pre-recorded video without interruption of recording.
2. The system shall have a minimum recording and playback rate of 30 images per second per camera and shall be capable of recording and playback of each individual camera up to 30 images per second without the use of a quad processor or multiplexer.
3. The DVR shall record 30 images per second of high quality video for a minimum of 475 hours on a single on-board hard disk drive.
4. The system shall be capable of configuring video quality, resolution and recording speed individually for each camera.

5. The system shall have an optional hard disk player and software to allow for transferring of files directly from the HDD to a PC, where images can be printed, emailed or saved onto another storage media.
6. The system shall record onto a removable hard disk drive with size options up to 1.5TB.
7. No videotapes or videotape recorders shall be used.
8. The DVR shall be programmable utilizing a mouse and portable LCD display.
9. The DVR shall feature MPEG-4 video compression.
10. Video clips samples shall be provided to display video quality recorded at the maximum recording quality and rate while maintaining on-board video on a single hard disk drive for 14 days, utilizing the hard disk drive specified in the base bid of this proposal.
11. The system shall feature an optional GPS antenna.

### **CONNECTIVITY**

1. The system shall be capable of streaming live video to first responders through cellular or wireless LAN options.
2. The system shall be equipped with a USB port to allow for exporting video clips using CDRW, HDD or USB flash memory.
3. The DVR shall include a functional Ethernet port for system configuration and transmission of video using software over 802.11, LAN/WAN or cellular networks.
4. The system shall be capable of on-board viewing, downloading and control via laptop using included software.

### **SOFTWARE**

#### **LICENSE/UPDATES**

1. License-free software that is capable of live viewing, playback, calendar and event searches, and administration shall be provided at no extra cost, and shall be compatible with: Microsoft Windows XP and Vista.
2. All future software updates shall be included free of charge.
3. The software shall provide access for up to 256 users and 64 different groups. The software shall provide various levels of user access rights that allow and restrict access to various functions.

#### **GPS OPTIONS**

1. The system shall feature an optional GPS antenna. The GPS antenna shall provide historical and live software mapping display routes of the vehicle location and speed charts.
2. Utilizing the GPS option, the system shall be capable of connecting to pre-recorded or live video by selecting point on the map or selecting a point on the speed chart to view live video or pre-recorded at the speed/time.
3. Utilizing the GPS option, searching for video shall be interactive allowing quick location of video by selecting reference a reference point (time, speed or map location).

#### **CAPABILITIES**

1. To retrieve recorded video, the software shall also provide searches by: event, time lapse, or time & date.
2. The software shall be capable of displaying the current time and date onto video.
3. When events are detected, the unit shall display the event information and allow users to access the remote site directly to search the image associated with the event.
4. The included software shall allow the user to connect to multiple units simultaneously. The included software shall allow for viewing a minimum of 64 camera views at one time from a minimum of 256 different vehicles.

5. The software shall allow for automated software upgrades and simultaneous updates to multiple sites.
6. Image adjustments, PTZ control and alarm out controls shall be administered utilizing the software.
7. The software shall be capable of synchronizing the time of all DVR systems utilizing a 'master DVR' or to GPS time (if applicable). Daylight savings adjustments shall be automatic.
8. Software settings shall allow the system (when networked) to send email notification when the recording media reaches a user-defined level, selectable by the percentage of "full" status.
9. The system shall feature health-monitoring capabilities that notify the vehicle driver or a central location in the event of a system error or camera obstruction.
10. Options for archiving/retrieving video shall include: Saving a video clip as a Windows Media Player (.avi) file, saving as an image (.bmp), or saving video as a self-executable format (.exe).
11. Video clips saved using the self-executable format (.exe) shall be watermarked, encrypted and should be viewed without using any software, to allow for easy transferring of video evidence.
12. The system shall feature the option to archive video clips requiring a password for viewing.

## CAMERAS

Cameras are to be color, with resolution of no less than 540 TV lines. Cameras shall employ a heavy-duty commercial grade quality lens, allowing for the optimum focal distance, optimum field of vision allowable and designed to achieve maximum image resolution in a range of lighting conditions on the bus.

Cameras are to be heavy-duty in nature, and specifically designed for transit type service. They are to meet or exceed all applicable regulatory or safety guidelines and/or specifications.

Camera housings are to be self-enclosed, vandal-resistant and tamper-proof, weather and water resistant, and be made of impact resistant material. The lens cover should be shatter and scratch resistant and free of distortion. When the cameras are aimed properly, the lens shall be locked in place by mechanical fasteners and when properly tightened shall not go out of adjustment due to vibration.

Cameras should be installed on the ceiling or bulkhead of the bus interior without the required use of a separate bracket. Cameras shall be fastened using "RIVNUT" type or similar anti-theft devices. The installation shall not impede normal passenger traffic or cause head-bumping hazard.

Audio shall be available on all cameras. MDVR system shall have capability to record and playback audio simultaneously with recorded video.

Number of camera position on buses is as follows:

- 25 (30-35) FOOT THOMAS SLF BUSES REQUIRE 7 CAMERA POSITIONS, FIVE (5) INTERIOR AND TWO (2) EXTERIOR.
- 22 (20) FOOT FORD GOSHENS REQUIRE 6 CAMERA POSITIONS, 4 INTERIOR AND 2 EXTERIOR.
- 3 AMERICAN HERITAGE TROLLEYS REQUIRE 7 CAMERA POSITIONS, FIVE (5) INTERIOR AND TWO (2) EXTERIOR.

Proposals must include specifications and technical literature for any proposed cameras.

## **WIRING**

All cables, wiring, interconnections, switches and circuit breakers shall be heavy-duty and specifically designed for their application and automotive use. The selected wire sizes and insulation shall be based on the current-carrying capability, voltage drop, mechanical strength, temperature and flexibility requirements of the application. All wiring is to be consistent in color and size throughout every installation.

The Contractor shall supply a complete wiring diagram for each installation (by bus manufacturer or model). It shall include all the installed components and detail all the wiring connections.

All wiring must be completed to industry standards, be neat in appearance, and secured with wire ties every twelve (12) inches or less, to existing looms where possible. There shall be no loose or chafing wires on the installation. Interior wiring may be exposed but must be installed in a manner to minimize risk of tempering with or disabling the equipment.

All wiring and components must meet or exceed all regulatory or safety requirements

## **INSTALLATION**

Installations are to be performed by personnel that are trained by the Contractor and certified to ensure professional results. Contractor should include an installation schedule in the proposal. MATS prefers installation to be done on a Saturday or Sunday.

Installation shall be performed on several different models of buses currently in service at MATS. Once the application for a bus model is approved, the Contractor must adhere to the approved installation process and procedure for that model bus.

The Contractor must supply all hardware, cabling, brackets, components and tools required to complete all of the installations.

All installations will be subject to inspection and acceptance by the Assistant General Manager, or his designee.

Installation of the system shall not infringe on, or affect, daily scheduled bus service. No bus shall be left in an unusable condition, and must be ready for service.

The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of MATS. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

## **TRAINING**

Contractor shall be responsible for training MATS personnel in the proper use and operation of the system, viewing stations, setup, programming, downloading, troubleshooting and maintenance.

#### **WARRANTY**

Contractor warrants that all material and parts furnished hereunder shall be free from defects in design, material and workmanship, will conform to all applicable samples, specifications, and/or drawings, and will be fit for the purpose of which purchased for a minimum period of twelve (12) months from delivery. Contractor shall replace any failed component within seven days (7 days) of MATS notification during the warranty period defined herein. In addition, the Contractor shall warrant the installation of the Digital Video Recording (DVR) System for a period of not less than two (2) years from date of final acceptance of the last bus installed with a DVR system, in the case of Contractor-provided installation. All goods and services will be subject to MATS inspection by an authorized representative within a reasonable period of time after receipt of goods or completion of services. MATS may return any non-conforming or defective goods to Contractor for correction and/or replacement at Contractor's cost and expense. Acceptance of goods and/or services by the Authority or payment therefore shall not relieve Contractor of their responsibilities hereunder.

The installed systems must remain in service, up and running at all times. At no time during the installation and warranty period shall more than fifteen percent (15%) of the total equipment installed be out of service for any reason relating to the digital video system. The Contractor must provide all resources necessary to maintain the bus fleet to this level or better.

As an option, proposers should include any extended warranty programs which may be available.

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**4      REQUIRED FORMS**

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**RFP # 2009-004**

**Montgomery Area Transit System, City of Montgomery**

**5.1 REQUIRED FORMS**

By executing below Proposer hereby offers to furnish equipment and services as specified in Montgomery Area Transit System Request for Proposals No. 2009-004 including the General Provisions (Section 2) and MDVR Technical Specifications

Legal Name of Proposer: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

Name of Signer: \_\_\_\_\_

PROPOSER'S REPRESENTATIONS

By the act of submitting a bid for the proposed Contract, the Proposer represents that:

- The Proposer and all subcontractors the Proposer intends to use have carefully and thoroughly reviewed the Drawings, Specifications and other Documents and found them complete and free from ambiguities and sufficient for the purpose intended.
- The Proposer and all workers, employees and subcontractors the Proposer intends to use shall follow all applicable codes and regulations, including but not limited to, the Americans with Disabilities Act (ADA) requirements. To that effect the successful Proposer shall be responsible to verify and construct the Project in compliance with the above stated regulations and coordinate any installations as required in order to meet the respective codes. In the event that the Project or any part thereof is found to be non-compliant, the successful Proposer shall be held solely responsible to remedy all found deficiencies at no additional cost to the Owner, or the Owner's employees or agents including Architects, Engineers or Consultants.
- The Proposer and all workers, employees and subcontractors the Proposer intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents bid upon.
- The proposed figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.
- Neither the Proposer nor any of the Proposer's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the Owner, or the Owner's employees or agents including Architects, Engineers or Consultants in assembling the bid figure.

Acknowledged:

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

For: \_\_\_\_\_

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

LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

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

The Primary Participant \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and 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 anti-trust 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 three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

Contractor (name) \_\_\_\_\_ 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.

**Date:** \_\_\_\_\_ **Authorized Official:** \_\_\_\_\_

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

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

**DATE:** \_\_\_\_\_ **AUTHORIZED OFFICIAL:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

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

The Lower-tier Participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by Federal department or agency.

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

THE LOWER-TIER PARTICIPANT 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 USC SECTIONS 5801 ET SEQ. ARE APPLICABLE THERETO.

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Signature and Title of Authorized Official

The undersigned 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.

DATE: \_\_\_\_\_ AUTHORIZED OFFICIAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**PROPOSED EXCEPTION TO MATS 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.

**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: \_\_\_\_\_

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

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

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

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

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

**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: \_\_\_\_\_

**AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS**

Affidavit of Non-Collusion

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

1. That I am the Proposer (if the Proposer is an individual), a partner in the bid (if the Proposer is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Proposer is a corporation); and
2. That the attached bid or bids have been arrived at by the Proposer 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 Proposer or its employees or agents to any person not an employee or agent of the Proposer 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\_\_\_\_\_

**BUY AMERICA CERTIFICATE**

**Certification Requirement for Procurement of Steel or Manufactured  
Products**

*This procurement is subject to Federal Transit Administration requirements in 49 CFR Part 661. A Buy America Certificate, as shown below, must be completed and submitted with the proposal. A proposal, which does not include the certificate, shall be considered non-responsive.*

***SIGN ONLY ONE:***

***Certificate of Compliance with 49 U.S.C. 5323(j) (1)***

The proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_

***Certificate of Compliance with 49 U.S.C. 5323(j) (1)***

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (2) (B) or (j) (2) (D) and the regulations in 49 CFR 661.7.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000)*

**PROPOSER'S CERTIFICATION OF DISADVANTAGED BUSINESS  
ENTERPRISES (DBE)**

STATEMENT OF INTENT OF DBE UTILIZATION

(TO BE SUBMITTED WITH THE BID/PROPOSAL)

We, \_\_\_\_\_ do certify that on the

\_\_\_\_\_  
(Project Name)

\_\_\_\_\_  
(Dollar Amount of Bid)

DBE's will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay the DBE subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$\_\_\_\_\_.

The undersigned understands that they are to report the amount disbursed to these DBE(s) is required to report the total amount disbursed to DBE(s) for this project at the completion of the project and that payments may be withheld until these reporting requirements are met.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
(Authorized Representative).

TITLE: \_\_\_\_\_



**PRICE SCHEDULE**

Name of Proposer: \_\_\_\_\_

Signature of Authorized Individual: \_\_\_\_\_

Title of Authorized Individual: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

The Proposer shall use this price proposal form; however, the Proposer is also free to offer an alternative form of pricing.

**QUANTITIES AND PRICES**

1. Quantity

This delivery quantity contract is for the purchase of MDVRs and Related Equipment as specified. The initial year purchase will be 50 MDVRs and other related equipment.

Prices

MATS reserve the right to order MDVR over a two (2) year period beginning upon the date of contract award. The prices of such MDVR systems shall be the prices quoted below. The prices shall remain firm/fixed for any orders issued by MATS within a period of ninety (90) days of contract award.

| DESCRIPTION  | Quantity | Unit Price | Total Price | Additional Unit Cost |
|--|----------|------------|-------------|----------------------|
| Digital Video Recorder (DVR), minimum of 8 cameras, w/wiring harness, event button trigger, per specifications and offer | 50       |            |             |                      |
| Cameras with audio   | 310      |            |             |                      |
| Digital Video Playback Station, complete per specifications  | 2        |            |             |                      |
| Installation complete per specifications and offer.  |          |            |             |                      |