

REQUEST FOR PROPOSALS

Bus Camera Security System

FOR

METRO REGIONAL TRANSIT AUTHORITY

AKRON, OHIO

BIDS DUE:

March 10, 2011 11:00 AM

RFP #2011-02



METRO REGIONAL TRANSIT AUTHORITY

416 Kenmore Boulevard
(330) 762-7267

Akron, Ohio 44301-1099
(330) 762-0854 FAX

LEGAL NOTICE

Notice is hereby given that METRO Regional Transit Authority (METRO) is requesting proposals for:

Bus Camera Security System

Detailed specifications are available by contacting Dana Gibitz, Manager of Procurement at (330) 564-2261. A request may also be made by emailing dana.gibitz@akronmetro.org.

All bids must be submitted in accordance with requirements set forth in this Bid documentation, and must be received in the offices of METRO on or before March 10, 2011 by 11:00 AM. There will be NO public bid opening.

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or handicap.

The METRO Regional Transit Authority has not set a DBE goal for this procurement.

The METRO Regional Transit Authority reserves the right to solicit or to waive a new solicitation, for new bids if sufficient effort, as determined by the METRO Regional Transit Authority, has not been made to comply with the DBE goals and requirements.

All bidders are certifying that they are not on the Comptroller General's list of ineligible Contractors by signing the proposal page.

A five (\$500.00) hundred dollar bid bond or cashier check is required at the time of bid submission. Bid security furnished in bond form, shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

The METRO Regional Transit Authority reserves the right to reject any and/or all proposals, to re-advertise for proposals and to waive any informality in any proposal and to determine the most responsive proposal by its own criteria, as described within the specification.

The Authority further advises prospective bidders that all bids must be filed on the forms provided by the Authority and that all bids must be clearly marked on the lower left side of the outermost envelope with the words, ATTN: RFP# 2011-02.

ROBERT K. PFAFF,
EXECUTIVE DIRECTOR/SECRETARY-TREASURER

PART 1

TERMS

AND

CONDITIONS

STANDARD FORM OF BID
FOR THE PURCHASE OF
BUS CAMERA SECURITY SYSTEM

1) ADVERTISEMENT FOR PROPOSALS

Advertisement for proposals for the purchase of Bus Camera Security System by the METRO Regional Transit Authority (METRO) appeared in the Beacon Journal on February 10 and February 17, 2011.

2) DURATION OF CONTRACT

The contract will begin upon acceptance of the successful bidder's bid, and will end upon the full and complete performance of all obligations set forth in the contract documents.

3) PROPOSAL

Request for proposals for the above will be received at the Authority's general office until 11:00 AM on March 10, 2011, and thereafter will be opened. There will be no public opening.

4) BID BOND

Each bid shall be accompanied by a certified or cashiers check on a solvent bank in an amount which shall be five hundred (\$500.00) dollars, as assurance that a contract will be entered into. Said check shall be made in favor of the METRO Regional Transit Authority.

A bid or proposal bond in an amount of five hundred (\$500.00) dollars is acceptable in lieu of the certified or cashiers check.

Bid Bond Requirements

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to METRO and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by METRO to reject any and all bids, or part of any bid. It is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of METRO.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of METRO, or if the bidder shall refuse or be unable to enter into this Contract, as provided above, or unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, or adequate and acceptable insurance, he shall forfeit his bid security to the extent of METRO damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

5) DISPOSITION OF CERTIFIED OR CASHIERS CHECK

Said certified or cashiers check to be forfeited to METRO as agreed amount of liquidated damages in case of failure to enter into a contract as above described. The check will be released or returned to the bidder in the case his proposal is rejected.

In case the proposal is accepted, the check will be returned after the contract has been signed. The check of the next lowest bidder will be retained until the lowest responsible bidder has signed. If he fails to do so, said check shall be further retained until the second lowest responsible bidder shall have signed; and in default thereof, the check shall be forfeited to METRO as liquidated damages.

6) PERFORMANCE/PAYMENT BOND (Not applicable)

7) FORM OF PROPOSAL

Every proposal must be made upon the blank proposal form attached hereto and must contain the full name of every person, firm, or corporation interested in the proposal, and the address of the person, firm, or the president and secretary of the corporation bidding; and if a corporation, the name of the State in which it is incorporated.

8) NAME OF BIDDER

Each proposal must be clearly signed with the full name and address of each person interested in it. In case of a partnership, the firm name and address of each individual party must be given.

9) SIGNATURE OF BIDDER

Firm, corporate, or individual name of the bidder must be signed by the bidder in the space provided for the signature on the proposal blank. In case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm." In case of an individual, use the term "doing business as" or "sole owner."

10) BIDDER AFFIDAVITS

Bidder is required to submit with his bid an affidavit stating that neither he nor his agents, nor any other party for him has paid or agreed to pay, directly or indirectly, any persons, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form attached hereto and made part of this proposal.

Each bidder, who is a foreign corporation, i.e., a corporation not chartered in Ohio, but licensed to do business in Ohio, is required to submit with his bid an affidavit duly executed by the President or Executive Director of the corporation, stating in said affidavit that said foreign corporation had, in accordance with the provisions of the Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. The certificates, or certified copies of same, are obtainable from the Office of the Secretary of State, Columbus, Ohio.

11) SPECIFICATIONS TO BE PART OF THE CONTRACT

Specifications, statements, and the proposal, which accompany the bids, which are accepted therewith, and which do not conflict with the provisions herein contained, shall be part of any contract that is entered into.

12) EXPLANATIONS (WRITTEN AND/OR ORAL)

Should a bidder find a discrepancy in or omissions from these specifications, or should there be any doubt as to their meaning, bidder shall at once make inquiry of the Manager of Procurement.

13) WITHDRAWAL OF PROPOSAL

No bid will be allowed to be withdrawn for ninety (90) days after it has been deposited with the Chief-Accountant.

14) CONSIDERATION OF BID

All proposals received in conformity with these specifications shall, as soon as possible be tabulated.

15) REJECTION OR ACCEPTANCE OF BIDS

The Executive Director reserves the right to accept or reject any or all bids, and any parts of any bid. In awarding a contract, the Executive Director reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In case of any discrepancy between the price written in the bid and that given in figures for any item, the price in writing will be considered as the bid.

16) UNACCEPTABLE BIDS

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to METRO upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said Authority or has failed to perform faithfully any previous contract with the Authority.

17) WORKERS' COMPENSATION ACT

The Contractor shall comply with the State Law known as the Workers' Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act or elect and maintain status as a Qualified Self Insured as allowed by the Act to cover all employees furnishing said services to METRO, and under the control of the Contractor, and shall relieve METRO from any costs due to accidents and other liabilities mentioned in said Act.

18) SOCIAL SECURITIES ACT

The Contractor shall be and remain an independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, and old age retirement benefits or annuities now or hereafter imposed under any State and Federal law which are measured by the wages, salaries, or other remunerations paid to persons by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Contractor also agrees to indemnify and save harmless the Board of Trustees from any contributions or liability therefor.

19) EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project/Contract, the bidder/respondent may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The Recipient 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, sex, disability, age or national origin. 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.

20) DISADVANTAGED BUSINESS ENTERPRISE

1. The Federal Fiscal Year goal has been set by METRO in an attempt to match projected procurements with available qualified disadvantaged businesses. METRO goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by METRO as set forth by the Department of Transportation Regulations 49 CFR Part 26, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Specifications. If the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, METRO may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract, but DBE participation is still a requirement.

(a) Policy - It is the policy of the Department of Transportation and METRO that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of METRO to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of METRO procurement activities is encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, METRO may declare the Contractor noncomplaint and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with METRO's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of METRO and will be submitted to METRO upon request.

(e) METRO will provide affirmative assistance as may be reasonable and necessary to assist the prime Contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

* Identification of qualified DBEs

- * Available listing of Minority Assistance Agencies
- * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

(a) Disadvantaged business "means a small business concern":

i. Which is at least fifty-one (51%) percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least fifty-one (51%) percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

iii. Which is at least fifty-one (51%) percent owned by one or more women individuals, or in the case of any publicly owned business, at least fifty-one (51%) of the stock of which is owned by one or more women individuals; and

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

21) DBE PARTICIPATION REQUIREMENTS

All prime or general Contractors are hereby notified that they must show that all reasonable good faith efforts were made to meet the minimum ten (10%) percent DBE participation goals on this contract.

For a list of qualified DBEs please visit the State of Ohio's web site at www.ohioucp.org.

Please contact Dana Gibitz, DBE Officer, (330) 564-2261, if you need assistance.

22) AWARD OF CONTRACT

The contract shall be awarded to the lowest and best overall bid meeting the minimum requirements as set forth in the specifications. METRO will pay no interest, finance, or carrying charges on our unpaid balance. There will be no down payment or prepayment made as part of this award.

23) PATENT AND DATA RIGHTS (Not applicable)

24) INELIGIBLE CONTRACTORS/DEBARMENT AND SUSPENSION

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.

2. 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, METRO may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to METRO 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.

4. 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].

5. 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 METRO.

6. 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.

7. 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.

8. 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.

9. 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, METRO may pursue available remedies including suspension and/or debarment.

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

25) **BUY AMERICA**

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

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

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

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

26) **AUDIT AND INSPECTION OF RECORDS**

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
4. 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.

5. 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).
6. FTA does not require the inclusion of these requirements in subcontracts.

27) SUBCONTRACT APPROVAL

Any subcontract the bidder may wish to enter into must be approved by prior to the execution of the subcontract, and all the requirements of the FTA third party contracts must be included within said subcontracts to gain approval of METRO.

28) OWNERSHIP OF DOCUMENTS

METRO and FTA (if funded by federal funds) will become owners of all documents prepared by the bidder upon payment for same by METRO, except any documents which may be protected by patent, lease or other written documents which provides proof of ownership.

29) AMENDMENTS TO THE CONTRACT

This agreement may be amended at any time, providing any amendment is in writing and approved by the Executive Director.

30) CARGO PREFERENCE (WHERE APPLICABLE)

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 twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)
- 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.
- d. requires Contractors and subcontractors at every tier to use United States-flag air carriers, to the extent service by these carriers is available. When the contract may involve the international transportation of goods, equipment, or personnel by air, the contract must. 49 U.S.C. 40118 and 4 CFR Part 52.

31) ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

The Contractor and all of its subcontractors shall recognize mandatory standards and policies relating to the following requirements:

Energy Requirements

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

Clean Water

(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 Purchaser and understands and agrees that the Purchaser 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.

Clean Air

(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 Purchaser and understands and agrees that the Purchaser 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.

Recovered Materials

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

32) SEISMIC SAFETY REQUIREMENTS (Not applicable)

33) TERMINATE/BREACH OF CONTRACT

a. Termination for Convenience (General Provision) METRO may terminate this contract, in whole or in part, at any time with 30 days prior written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to METRO to be paid the Contractor. If the Contractor has any property in its possession belonging to METRO, the Contractor will account for the same, and dispose of it in the manner the METRO directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule. If the contract is for services, the Contractor fails to perform in the manner called for in the contract. If the Contractor fails to comply with any other provisions of the contract, METRO 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 METRO 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. METRO, 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) METRO 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 METRO's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from METRO setting forth the nature of said breach or default, 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 METRO 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 METRO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by METRO shall not limit METRO's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) METRO, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, METRO shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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, METRO may terminate this contract for default. METRO 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 METRO.

34) TIE-BREAKING

In the event of a tie, METRO shall award to the firm: 1) with the largest labor surplus in its metropolitan area; 2) the highest DBE participant; or 3) a business registered as a small business with the Small Business Administration.

In the event of a tie and after the aforementioned, the Contract/Bidder that submitted their bid first shall be awarded the contract.

35) RIGHT TO PERFORM PRE-AWARD SURVEY

METRO retains the right to review the apparent low Contractor's production schedule and past delivery performance to determine responsibility.

36) RIGHT TO VERIFY PROPOSAL - SINGLE BID

METRO shall verify proposals in the event of a single bid response, which shall automatically convert this solicitation to a negotiated purchase, which shall require the Contractor/bidder to negotiate a fair and equitable price. METRO retains the right to request certifiable/cost analysis data, which the bidder must provide.

37) RIGHT TO AUDIT

METRO retains the right to audit the Contractor/bidder's proposal to determine that prices proposed are fair and equitable.

38) RIGHT TO ADJUST COST

If METRO determines during the life of the contract that data submitted by the Contractor/bidder is not current, incomplete, or is inaccurate, METRO and Contractor shall negotiate a mutually agreeable adjustment in cost.

39) CONTRACT CHANGE ORDERS

Written Change Orders: Oral change orders are not permitted. No change in this contract shall be made unless METRO's Executive Director gives prior written approval. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly approved by written notice.

Change Order Procedure: Within thirty (30) calendar days after receipt of a written change order request, the Contractor shall submit a detailed price and schedule proposal for the work to be performed. The proposal shall be accepted or modified by negotiations between the Contractor and METRO. At that time both parties shall execute a detailed agreement in writing.

40) DEVIATION FROM SPECIFICATIONS (IFB only)

All proposals shall be based upon strict adherence to the specifications contained herein. Any proposer finding it necessary or desirable to deviate from the specifications in any manner (including requests for approved equals) or simply desiring an interpretation of the Contract Documents, shall submit a written request to METRO to be received no later than ten (10) days prior to the due date for proposals detailing the desired deviation or interpretation. Proposers must identify those relevant physical, functional, or other characteristics of the requested change from specified services, materials or equipment that would enable the change to satisfy the specification. Minor differences in design, construction, or features, which do not effect reliability of the product from its intended use, may be accepted. METRO will render a prompt decision upon each request and will notify Proposers within five (5) days of the due date for proposals. Only written communications will be authorized and binding. Any approved equal or deviation allowed, and all interpretations will be published to all prospective Proposers in the form of amendments to the specifications, to be issued as part of the contract. All Proposers must acknowledge receipt of all amendments.

41) PROTESTS

It is the policy of METRO to prepare specifications for invitation to bid or for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract.

If a vendor feels that a particular solicitation is unfair for whatever reasons, the following procedure must be followed to register a proper protest and said procedure shall be part of all solicitations:

STEP 1. Protest must be made in writing and addressed to the Secretary-Treasurer no later than three (3) days before the scheduled bid or RFP due date. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2. The Secretary-Treasurer shall make all reasonable attempts to resolve the protest prior to the award of a contract, and may reschedule the bid opening date solely at his discretion if deemed necessary. The Secretary-Treasurer must make his decision no later than ten (10) working days from date the protest is lodged.

STEP 3. If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with his legal counsel and METRO. With METRO's legal counsel serving as arbitrator on the matter. Request for such a hearing must be made within fifteen (15) working days of the original date the protest was filed.

STEP 4. If the protest is not satisfactorily resolved at Step 3, the person or firm making the protest may appeal, within thirty (30) working days of the original protest date, the matter to the Board of Trustees of the Transit Authority, who shall assign the matter to the appropriate standing committee of the Board who shall hold a hearing within fifteen (15) working days on the matter and make recommendation to the full Board to be considered at its next regularly scheduled meeting.

The decision of the Board shall be final and binding on all parties. Appeal from the decision of the Board or any request by an adversely affected party must be in writing and submitted to the Federal Transportation Administration (FTA). FTA's recourse shall only consider protest appeals where the local protest procedure does not exist or where the local procedure was not followed.

42) INVOICING

All requests for payment shall be mailed to:

Accounts Payable
METRO Regional Transit Authority
416 Kenmore Boulevard
Akron, Ohio 44301-1099

NOTE: No finance charges shall be paid by METRO, and payment will be made in a reasonable length of time after approval of the METRO Board of Trustees and receipt of funds from FTA or the State of Ohio, where applicable. There will be no prepayments or down payments made on this procurement.

All payments will be made by check unless otherwise agreed to by METRO and Contractor.

43) DELINQUENT PERSONAL PROPERTY STATEMENT

Each Contractor is required to submit with its proposal a statement affirmed under oath that they are not charged at the time of bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Summit County, Ohio. Bidder shall indicate if applicable, the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, copy of the statement shall be transmitted to the county treasurer within thirty (30) calendar days of the date it is reviewed.

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

44) DISCLOSURE OF LOBBYING ACTIVITIES

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.

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

45) NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

46) USE OF FEDERAL FUNDS

Please note that federal funds will be used with regard to this specification. The Federal Transportation Administration has awarded a grant contract to METRO to provide the federal share of the equipment to be purchased within this specification.

47) DRUG AND ALCOHOL TESTING (Not applicable)

48) TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (Not applicable)

49) SCHOOL BUS REQUIREMENTS (Not applicable)

50) RECORD RETENTION

METRO requires the successful bidder to retain in its files of business activity its records METRO for a period of three (3) years per 49 CFR § 18.36 (i) (11).

51) PRE-AWARD AND POST-DELIVERY AUDIT (Not applicable)

52) 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 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal

Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

53) NOTICE OF FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

54) AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) 42 USC § 11401 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 19 USC § 792, 49 USC § 5301(d); and the Federal Regulations including any amendments thereto: 49 CFR Part 27, 49 CFR Part 38; 28 CFR Part 35; 28 CFR Part 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; and 49 CFR Part 609.

55) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or 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.

56) **PRIVACY**

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

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

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

57) **LABOR PROVISIONS**

Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR, Part 5, and pertaining to all federally-assisted non-construction contracts of \$2,500 let by THE AUTHORITY, the affected Contractor shall comply with the following provisions:

- a. **Overtime Requirements.** No Contractor or subcontractor, contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic, in any work week in which he or she is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Subparagraph (b) (1), 29 CFR, Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a Territory, to such District or to such Territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subparagraph (b) (1) of 29 CFR, Section 5.5, in the sum of ten (\$10) dollars for each calendar day in which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in Subparagraph (b) (1) of 29 CFR, Section 5.5.
- c. **Withholding for Unpaid for Unpaid Wage and Liquid Damages.** DOT or the recipient shall, upon its own action or upon written request of an authorized representative of the Department of Labor,

withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same price Contractor, or any other Federally assisted contract subject to the contract work hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subparagraph (b) (2) of 29 CFR, Section 5.5.

- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subsections A through D of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections A through D of this Section.
- e. Non-Construction Contracts. In addition to the clauses contained in 29 CFR, Section 5.5 (b) or subsections A-D of this Section, in any contract subject only to the contract work hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1, THE AUTHORITY shall insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, THE AUTHORITY shall require the Contracting Officer to insert in any such contract a clause providing that the records to be maintained under this subsection shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

58) LIQUIDATED DAMAGES (Not applicable)

59) FLY AMERICA (WHERE APPLICABLE)

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.

60) CHARTER BUS (Not applicable)

61) BUS TESTING (Not applicable)

62) ASSIGNMENT OF OPTIONS (Not applicable)

63) INSURANCE AND TAXES

The Proposer shall obtain and maintain in full force and effect throughout the term of the Contract, such insurance and Workers Compensation Insurance as set forth herein. The Proposer shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. Awarded Proposer shall include all Subcontractors as insured under its policies or shall furnish separate certificates or

endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein.

Proposer shall indemnify, hold harmless and defend the public entity, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which METRO, its officers or employees may hereafter sustain, incur or be required to pay, arising solely out of or by reason of any act or omission of Proposer, its agents, servants or employees, in the execution, performance or failure to adequately perform Proposer's obligations pursuant to this contract.

Proposer shall provide Certificates of Insurance evidencing such coverage to METRO before the commencement of any work under any Contract resulting from this proposal.

- A. Comprehensive General Broad Form or Commercial General Liability: \$1,000,000 combined single limits per occurrence and \$1,000,000 annual aggregate covering bodily injury, personal injury and property damage.
- B. Automotive Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, or split limits of \$500,000 per person/\$1,000,000 per accident for bodily injury and \$250,000 per accident for property damage.

METRO and its officers, employees and agents shall be endorsed to above policies as Additional Insured for such liability as may be incurred on the performance of any Contract resulting from this proposal.

- C. Workers' Compensation Statutory coverage, if and as required according to the State Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against METRO.

Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by METRO's Executive Director.

Each of the above-required policies shall be endorsed to provide METRO with thirty (30) days prior written notice of cancellation. METRO is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the awarded Proposer to furnish insurance during the term of any Contract resulting from this proposal.

These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended Scope of Work. Additional qualifying policy conditions or special endorsements may be specified in a Contract resulting from this proposal depending on the final Scope of Work agreed on by METRO and the awarded Proposer. Insurance questions may be directed to METRO's Executive Director for response.

64) 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, as amended, 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 METRO requests which would cause METRO to be in violation of the FTA terms and conditions.

65) PUBLIC RECORDS

Under State of Ohio law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become a public record after the procurement process has been completed, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

66) GRATUITIES

Neither the Proposer nor any person, firm, or corporation employed by the Proposer shall give, directly or indirectly, to any employee or agent of METRO, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, during the proposal process or during the performance of any contract period resulting from this proposal.

67) GOVERNING LAW

The Agreement, which may ensue under this solicitation, shall be governed exclusively by the federal laws of the United States of America and the laws of the State. THIS AGREEMENT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS OR BY THE PROVISIONS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED.

The laws of the State shall govern the rights, obligations, and remedies of the parties. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then Federal common law, including the law developed by Federal boards of contract appeals, the United States Claims court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue of any action shall lie exclusively in the County of Summit, Ohio. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

Should either party institute any action to enforce this Agreement, or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney’s fees.

68) DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

Pursuant to the Ohio Revised Code Sections 2909.32, 2909.33 and 2909.34, the applicant must complete and submit a DMA form with their application for all contracts greater than \$100,000.

For additional information visit the Ohio Homeland Security website at www.homelandsecurity.ohio.gov/dma.asp.

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

PART 2

REQUIRED

DOCUMENTS

THE FOLLOWING PAGES MUST
BE FILLED OUT COMPLETELY
AND RETURNED
BY THE BIDDER

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 CFR § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (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.

The bidder respondent and all subcontractors hereby certifies that he/she has not been debarred or suspended from participation in Federal contracts. Please note - separate certification may be photo copied and submitted by each subcontractor. (Pursuant to 49 CFR, Part 29)

CERTIFIED (Contractor)

Company

Signed By

Name & Title

Date

CERTIFIED (Sub-Contractor(s))

Company

Signed By

Name & Title

Date

DELINQUENT PERSONAL PROPERTY STATEMENT

_____, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted by _____ (company) was / was not (please circle one) charged with delinquent personal property taxes on the General Tax List of Personal Property for Summit County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Summit County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below. A copy of this statement shall be transmitted to the Summit County Treasurer within thirty (30) days of the date it is submitted. If a contract is entered into, a copy of this statement shall also be incorporated into the contract between METRO and the bidder and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

\$ _____ Delinquent Personal Property Tax *

\$ _____ Penalties *

\$ _____ Interest *

\$ _____ Total *

Company

Signed By

Name & Title

Date

State of _____

County of _____

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES

* Mark "N/A" if not applicable

Certification requirement for procurement of steel, iron, or manufactured products.

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

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

The bidder or offeror 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.

Company

Signed By

Name & Title

Date

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Company

Signed By

Name & Title

Date

(To be submitted with a bid or offer exceeding \$100,000)

Ohio Department of Public Safety

Division of Homeland Security

www.homelandsecurity.ohio.gov

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statement regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Last Name		First Name		Middle initial
Home Address				
City	State	Zip	County	
Home Phone		Work phone		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Business/Organization Name			
Business Address			
City	State	Zip	County
Phone Number			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes", or "no" in the space provided. Response must be truthful to the best of your knowledge.

1. Are you a member of an organization of the U.S. Department of State Terrorist Exclusion List?
____ Yes ____ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization of the U. S. Department of State Terrorist Exclusion List?
____ Yes ____ No
3. Have you knowingly solicited funds or other things of value for an organization of the U. S. Department of State Terrorist Exclusion List?
____ Yes ____ No
4. Have you solicited any individual for membership in an organization of the U. S. Department of State Terrorist Exclusion List?
____ Yes ____ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization of the U. S. Department of State Terrorist Exclusion List?
____ Yes ____ No
6. Have you hired or compensated a person you knew to be a member of an organization of the U. S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carry out an act of terrorism?
____ Yes ____ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U. S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U. S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U. S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization. I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on the first page of this declaration.

X

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

The undersigned [Contractor] 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 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.

Executed this ____ day of _____, 20__.

Name of Bidder

Address

City/State/Zip

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Title of Contractor's Authorized Official

MUST BE COMPLETED BY BIDDER

NOTE

The bidder hereby agrees that the Executive Director of the Authority has the right to reject any and all bids and to waive informality in any bid and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bid.

NAME OF BUSINESS

ADDRESS

CITY, STATE, ZIP CODE

SIGNATURE OF OFFICER, PARTNER, OR OWNER

NAME AND TITLE

MUST BE COMPLETED BY BIDDER

NON-COLLUSION AFFIDAVIT

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

State of _____,
County of _____,

I, _____ being first duly sworn, do hereby state that
(Name of Affidavit)

I am _____ of _____
(Capacity) (Name of Firm, Partnership, Corporation)

whose business is _____

and who resides at _____

and that _____
(Give names of all persons, firms, or corporation interested in the bid)

is/are the only person(s) with me/us in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or proposal for said work; that the said contract is on my/our part, in all respects fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

SIGNATURE OF AFFIDAVIT

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES

NOTE:

Failure to complete the following DBE forms will result in non-compliance and result in a “No Bid” from your firm.

The bidder is to fill out the following forms:

- 1) AFFIDAVIT OF COMPLIANCE (only if the bidder is a DBE firm)
- 2) CERTIFICATE OF DBE ASSURANCE
- 3) SCHEDULE D (if there are no DBE firms available)
- 4) BIDDERS LIST

Any DBE subcontracted firm are to fill out the following forms:

- 1) AFFIDAVIT OF COMPLIANCE
- 2) LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO BE FILLED OUT ONLY BY GENERAL BIDDERS THAT ARE
DISADVANTAGED BUSINESS ENTERPRISE
OR SUBCONTRACTORS WHO ARE DBE.

AFFIDAVIT OF COMPLIANCE

DISADVANTAGED BUSINESS ENTERPRISE

State of _____

County of _____

I hereby declare and affirm, that I am the _____

(State Title)

and duly authorized representative of _____

(State Name of Firm)

whose address is _____

I hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) as defined by the specifications and that I will provide information requested by the METRO Regional Transit Authority to document this fact.

I do solemnly declare and affirm, under the penalties of perjury, that the contents of the aforementioned document are true and correct and that I am authorized, on behalf of the above firm, to execute this affidavit.

DATE _____

SIGNATURE OF AFFIANT

On this _____ day of _____, 20____, before me the above named officer appeared, known

to me to be _____ and the person described in the foregoing Affidavit and

that he/she did execute the same in the capacity therein stated and for the purpose stated.

IN WITNESS THEREOF, I hereunto set my hand and official seal,

NOTARY PUBLIC

(SEAL)

COMMISSION EXPIRES

The following must be executed by the DBE who is being used as a sub-contractor:

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

From: _____ (Name of DBE Firm)

To: _____ (Name of Prime Contractor) and
the METRO Regional Transit Authority (METRO)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with RFP/IFB number _____:

Description of Work	Total Value

Sub (or Grand) Total: \$ _____

Sub-Contracting Levels:

_____% of the dollar value of the DBE's subcontract will be sublet to non-DBE contractors.

_____% of the dollar value of the DBE's subcontract will be sublet to DBE contractors.

NOTICE: If DBE will not be sub-contracting any of the work described in this schedule, a zero ("0") must be shown in each blank above.

Disadvantaged Contractor Business Name

Address

City/State/Zip

Name of Officer for DBE firm

Signature of Authorized Official

Title of Officer for DBE firm

Date

Phone Number

Fax Number

Email Address

CERTIFICATE OF DBE ASSURANCE

In connection with the contract to be awarded as a result of the bid issued by the METRO Regional Transit Authority:

I hereby certify that I am the _____ (title) and

duly authorized representative of _____ (name of firm)

whose address is _____

I do hereby assure METRO that I have read and am familiar with the requirements for disadvantaged business participation by companies contracting with METRO and that it is the intention of the undersigned to meet such DBE goals.

I understand that METRO has not established a goal for Disadvantaged Business Enterprise participating on this contract. I further understand that these goal percentages are based on the total dollar value of the awarded contract.

Prior to the execution of the contract, I understand that this company may not remain in competition unless it shows that all reasonable good faith efforts were made to have DBE participation on this contract.

NAME OF PRIME CONTRACTOR

SIGNED BY

NAME AND TITLE

SCHEDULE D:

CERTIFICATION OF CONTRACTOR REGARDING UNAVAILABILITY OF A DISADVANTAGED BUSINESS ENTERPRISE

NAME OF PROJECT _____

PROJECT NUMBER _____

NOTE: The bidder must prepare one of these forms for each DBE contract made where the DBE was found not to be ready, willing, or able to perform the work solicited. If the bidder was unable to obtain the DBE signature, the form must be completed to the best of the bidder's ability, indicating the reason for the absence of DBE signature.

I, _____, _____ of
(TITLE)

_____, certify that on _____
(PRIME OR GENERAL BIDDER) (DATE)

I contracted the following DBE Contractor to obtain a bid for work items to be performed on the above-captioned contract.

CONTRACTOR	WORK ITEMS SOUGHT	FORM OF BID SOUGHT, I.E., DBE UNIT PRICE, MATERIALS AND LABOR, LABOR ONLY, ETC.
------------	-------------------	---

To the best of my knowledge and belief, said DBE Contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reason(s):

SIGNATURE: _____ DATE: _____

_____ was offered an opportunity to bid on the

above-identified work on _____ by _____
(DATE) (SOURCE)

The statement asserted above by the company, which contacted me, is a true and accurate account of why I did not submit a bid on the project.

SIGNATURE OF DBE: _____ DATE: _____

SCHEDULE D-1: GRANT OF RELIEF FOR BIDDERS

If a bidder finds it impossible fully to meet the DBE goal of this contract, the bidder must request and include Schedule D Certification of Contractor Regarding Unavailability of DBE, accompanied by Documentation showing that all reasonable good faith efforts were made toward fulfilling the goal. The request and description of good faith efforts are required in affidavit format. Suggested reasonable efforts should include, but not be limited to:

- (1) Attendance at the pre-bid conference if scheduled.
- (2) The Contractor's general affirmative action policies regarding the utilization of DBEs.
- (3) The advertisement in trade association newsletters and DBE-oriented and general circulation media, for specific sub-bids that would be at least equal to the percentage contract goal for DBE utilization.
- (4) Notification of DBE Contractor Assistance agencies in writing before bids are due. (METRO will provide list upon request.)
- (5) Direction negotiation with DBE for specific sub-bids; the actions taken must be reported in such a fashion as to include all the following items:
 - (a) A detailed statement of the efforts to negotiate with DBEs including name, address, and telephone numbers of DBEs who were contacted; a description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; a detailed statement of the reasons why additional prospective agreements with DBEs, if needed to meet the stated goal, were not reached.
 - (b) A detailed statement of the efforts made to selected portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
 - (c) As to each DBE contracted but which the bidder considers to be not qualified, a detailed statement of the reasons for the bidder conclusion.
 - (d) As to each DBE contacted which the bidder considers to be unavailable, an Unavailability Certificate (Schedule D) signed by the DBE; or a statement from the bidder that the DBE refused to give such written certification after reasonable request and a statement from the bidder of the reasons for the bidder's conclusion.
- (6) Efforts made by the Contractor to expand its search for DBEs beyond usual geographical boundaries to a reasonable area.

- (7) If the Contractor is a distributor or manufacturer where it can be shown that the opportunity for DBE participation does not exist in work under this contract efforts must include an exhaustive research into the DBEs potential in the roles of sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract.

Information must be submitted, in affidavit form, stating the reasons, based on research, why DBE's participation will not be practically impossible to the extent of this contract.

BIDDERS LIST

In order to comply with 49 CFR Part 26, the DOT DBE rule. Bidders are required to complete the following information for **ALL** Contractors and Sub-contractors (including Sub-contractors contacted but not part of the Primes final proposal).

Name Address	DBE status (Y/N)	Age of firm	Annual gross receipts of firm(s) (Circle letter)
Bidder:			
_____	_____	___	(A) (B) (C) (D) (E)

Subs:			
_____	_____	___	(A) (B) (C) (D) (E)

_____	_____	___	(A) (B) (C) (D) (E)

_____	_____	___	(A) (B) (C) (D) (E)

_____	_____	___	(A) (B) (C) (D) (E)

Annual gross receipts legend: (A) less than \$500,000 (B) \$500,000 to \$1,000,000 (C) \$1,000,000 to \$5,000,000
 (D) \$5,000,000 to \$100,000,000 (E) Over \$100,000,000

PART 3

SCOPE

OF

WORK

OVERVIEW

The METRO Regional Transit Authority (METRO) desires to procure a bus video surveillance system (with sound) to replace our current bus video surveillance systems on our line service bus fleet. The requested system will, based on funding levels, include approximately 95 of our 143 line service buses. The system should also include a Back Office system to allow the viewing, storage, and archiving saved captured video to PC, CD, DVD, SD card, USB flash drive, at multiple computers. This system should also include a Wi-Fi component for download and remote viewing. In addition the system shall provide a diagnostic and notification system via email or texts.

The bus video surveillance system shall record video and audio, as well as, monitor the video camera system equipment onboard the bus. The video camera system shall include all hardware, software, and cable necessary for the successful installation of a bus video camera systems in accordance with this specification; including but not limited to all Digital Video Recorders (DVRs), cameras, microphones, Global Positioning System (GPS) information, 802.11 onboard wireless and other onboard components. The system shall include all fixed-end software specified in these specifications, as well as the installation of this software on workstations and servers. The bus video surveillance system shall also include all hardware, software, and cable necessary for the successful installation and implementation of a real-time video surveillance and upload capability. Finally, the bus video surveillance system shall include all installation, testing, documentation, run book, equipment and wire labeling, training, warranty, maintenance and support as outlined in these specifications.

All work for this project shall take place at METRO's facilities under the Terms and Conditions spelled out in this RFP.

Scope of Services

The Contractor shall perform all work detailed in this RFP, unless otherwise specified. The scope of work to be performed includes furnishing all materials, tools, equipment, transportation, supervision and performing all labor and services necessary and incidental to designing, installing and testing the bus video camera system in accordance with requirements. The Contractor's work includes, but is not limited to, the following:

- A. Performing a complete installation and documentation of specified systems, subsystems, and components, including engineering interface with new equipment, removal of existing video camera equipment (any old video camera equipment shall be returned to METRO unless otherwise instructed).
- B. Performing detailed design for the whole system related to equipment, engineering, manufacturing, installation and testing of the system.
- C. Providing technical data, software, samples, and mock-ups for new items, as required and prior to installation.
- D. Performing qualification and acceptance testing.
- E. Providing training programs to METRO's operation, safety and ITS staff in the usage and maintenance of all new systems.
- F. Providing illustrated parts and maintenance manual in electronic format (PDF).

G. Providing two sets of any special tools, equipment and diagnostic test equipment required for the new systems.

H. Providing spare equipment, such as extra hard drives, cameras as necessary.

Working Hours

The Contractor shall be limited to four (4) buses at any one time during PEAK service (as defined as 6 AM to 10 AM and 2 PM to 6 PM, weekdays) during the contract. The Contractor may work on more than four (4) buses at other times (including weekends) but must coordinate with the Maintenance and Operations departments. The Contractor shall plan work according to this restriction. The bus limit includes buses that are not available for revenue service due to Contractor activities such as qualification testing, acceptance testing, and equipment retrofits. METRO reserves the right to change this number of vehicles as their operations require.

METRO Furnished Facilities and Equipment

METRO will make available to the Contractor facilities and equipment for support of installation, acceptance testing and warranty work. Specifically METRO will provide the Contractor with the following:

METRO Facilities

- A. Access to two interior parking location to install, inspect, test, and prepare bus video system.
- B. Access to limited additional outside parking locations to install, inspect, test, and prepare bus video system.
- C. Facilities for training. (includes overhead projector, whiteboard and Wi-Fi access.)

Other than as stated above, availability is not warranted or guaranteed as to when the facilities or yard time and space will actually be available.

COOPERATION WITH OTHER CONTRACTORS AND METRO

The Contractor shall cooperate with other Contractors and METRO employees. The Contractor shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other Contractor's or METRO employees work. The Contractor shall adjust and coordinate their work so as to permit proper and timely completion of all work. The Contractor will also follow all of METRO safety guideline and procedures. METRO's safety manual will be provided after contract award.

Background and Current Environment

The METRO bus video surveillance system project shall include four components:

1. Transit Vehicle Onboard Video System
2. Wi-Fi network
3. Back Office System
4. Spare Parts

1. Transit Vehicle Onboard Video Surveillance System

The Transit Vehicle Onboard Video System will include all video camera hardware and software to be installed on METRO buses. METRO currently has a total of 128 active line service buses and 15 additional buses schedule for delivery. A list of current buses with the current model of video systems that are installed on the buses are located on attachment A. The list also shows the quantity of buses that will have replacement systems installed. This list is to be used as a guide as it relates to the type of video system installed.

It is HIGHLY recommended that prior to bidding a site visit be conducted to review the current condition of each bus. Verbal discussions cannot be used for any bid discrepancy and written communication may not provide enough information to allow Contractor to make a thorough bid.

Digital Video Recorder

Each bus shall have one (1) Digital Video Recorder (DVR) device and five (5) color (day/night) cameras, two (2) audio microphones, GPS and Wi-Fi capability installed.

This DVR shall have the following capabilities:

- i. All buses shall be installed with the same make/model DVR. (NOTE: The only potential exception to this requirement is in the case where the Contractor has multiple DVR models from the same “family” of DVRs, and there is a cost benefit for using one DVR model for an older bus that may not have the same camera bus solution and a different model. However, if this option is chosen, the Contractor shall still meet the requirements for total compatibility between these systems.)
- ii. The DVR shall be designed specifically for installation in the transit bus environment.
- iii. The DVR must offer Extreme Environment, Instant-On Technology for full DVR operation within 30 seconds of DVR’s power up, regardless of the temperature.
- iv. The DVR shall be capable of recording multiple video, audio, metadata and event inputs simultaneously on a removable shock-resistant disk drive.
- v. The DVR shall utilize a secure video compression methodology. Contractor shall state in proposal the specific type of compression used in the DVR, and the watermarking methodology or equivalent that ensures the security of the video and related data. Methodology for capture, storage, and transfer of the video and related data shall be enforceable in a court of law.
- vi. The DVR shall provide a minimum of the following input/output ports:
 - a. Minimum five (5) Camera Bus Solution.

- b. Minimum of two audio input ports.
- c. One port for GPS input for the Contractor to provide GPS information.
- d. One port for connection of a portable laptop that can be used for DVR configuration, on-board video review, and/or on-board upload.
- e. One port for connection to the on-board 802.11 WLAN (if 802.11 capability is not built into the DVR)
- f. One port for connection to J1708 or J1939 Vehicle Area Network for the collection of the following metadata off the vehicle (brakes, turn signals, flashers). If J1708 or J1939 interface is not available, Contractor shall indicate how collection of this type of metadata shall be performed. This will be for future use only.

vi. Each video input shall be capable of recording at frame rates of between 1 and 30 frames per second (fps).

vii. The system shall be capable of configuring each DVR camera input for independent frame rate and resolution settings (e.g., Camera 1 set to 15fps/CIF, Camera 2 set to 20fps/4CIF, etc.).

viii. The DVR must be firmware & setting serviceable without removing the DVR from the bus.

ix. The DVR system must have easy marking capabilities with a push event button.

x. System should have protection from access of unauthorized personnel by not having any accessible controls/buttons on the DVR face and should offer a wireless and/or wired remote control for easy set up and programming by any authorized personnel.

xi. Hard drive shall have storage capacity of minimum of fourteen (14) days. The hard drive must be tamper proof & lockable in a shock resistant housing. Unit must include SD portable memory storage and USB flash drive up to 32Gb, to record in concert with, or independent of the Hard Drive storage.

xii. The DVR shall automatically record over data files once the storage has reached capacity, beginning with the oldest data first. Any tag events must be protected so that they are not erased by over-writes.

xiii. The DVR on-board real time clock shall operate independently of main power supply. The clock must adjust automatically for daylight savings time. The clock must be able to synchronize with GPS Satellites or to be set manually.

xiv. The DVR system must have integrated GPS Module, with no outside subscription service requirement. Must display Long/Lat and speed on screen during playback

xv. The DVR must include SD card slot and USB port for transferring video and easy firmware upgrade (this is in addition to the ability to use Wi-Fi to perform these same features).

xiv. The DVR system should have a fail safe, "System On" protection that includes a record light that will flash during the recording, a power light and camera light that will flash to indicate the unit functioning properly, and finally a short audible alarm that will sound if there is a hard drive failure.

xvii. The DVR should have the ability to use the Wi-Fi to push out a live secured video feed that can be used by METRO's supervisors.

xviii. The client side software used to review videos must be user-friendly. The software must allow for one screen viewing of all cameras, with options to select any single camera view.

xix. The client side software must include ability to play, stop, forward, reverse, pause, frame by frame forward, beginning of video file, end of video file and volume control for audio, camera selection buttons and time slider. Search by time and date.

xx. The client side software must have capability to easily forward and view video and audio clips/frames as attachment to email.

xxi. The DVR system must have an automatic notification system that sends out texts/emails to alert if there are hardware issues, new tag events and any other important information is time sensitive.

The Contractor shall provide a DVD or CD of sample video segments from a five (5) (or more) bus video camera system installation at frame rates, resolutions and equipment that closely match the Contractor proposed configuration. The sample video segments shall total approximately 15 minutes, and shall include segments from both daytime and night-time operation. The sample video shall preferably be in a format that does not require any special software installation. If software installation is required, the proposal shall include such installation instructions. In this section of the proposal, the Contractor shall describe the source and settings of this sample video including:

- A. Transit agency or agencies where sample video originated
- B. Camera number, frame rate, resolution settings for each camera
- C. Audio setting

Camera

Cameras shall include the following:

- i. Scratch Resistant Glass
- ii. Must have a minimum of 50' Night Vision Illumination
- iii. Image Stabilizing within camera mounting
- iv. Glare reducing lens
- v. Moisture proof housing with industrial rubber o-ring
- vi. Temperature resistant
- vii. Identify appropriate camera and lenses to have full view of bus areas (front, back, driver, stairwell section, and stop arm)

The Contractor shall provide a copy of technical data sheets for each and every component being provided on this project.

2. Wi-Fi Network

Overview

The Wi-Fi network will include all hardware and software necessary so that information stored on a bus can be transmitted to the back office system without any “physical” requirements. (i.e. there should not be any requirement to have METRO personnel remove, connect or otherwise interact with equipment on a bus to view videos). This Wi-Fi connection should be able to transmit, but not be limited by the following, Video request by time, date and bus number made by client side stations. Operator initiated flagged events, which should be transited immediately upon connection with the Wi-Fi network. In addition there should be a notification process such as email or text alert. Equipment failure reports, these reports should notify METRO employees via email or text messaging when there is any failure with the bus video equipment.

As part of this Wi-Fi network the Contractor will be required to design and install a system that provides equipment, software and interconnectivity with METRO’s current (wired and wireless) network.. The interconnectivity shall allow the use of the Wi-Fi network/Access Points to be used not only for the bus video system but also allow other connections on the network for other devices. The Contractor shall provide (at a minimum) switches, access points, patch cables, fiber patch cables, storage housing and power.

There are three facilities located at METRO’s main campus (Administration/Maintenance) that will need to have wireless access points installed. A fourth facility currently has Wi-Fi access points and will need to be integrated into the Contractor proposed system. In addition to METRO’s main campus there is one other location (Intermodal Transit Center) that has Wi-Fi (and is connected back to METRO via a 50 MB fiber connection) and will need to be included in the Contractor’s design. The Contractor’s design should also include the ability to add future sites to the Wi-Fi network, the actual installation will not be part of this procurement.

As part of the Wi-Fi network design the Contractor should utilize a VLAN configuration for segregating the bus video system data from the rest of METRO’s regular data traffic.

All equipment installed should be able to withstand conditions that would occur in a building that has limited heating and no cooling.

Main Campus

The main campus consists of four buildings. The Administration/Maintenance facility, Bus Storage Barn (North) facility, Wash Rack (service/fueling) facility and Bus Storage Barn (South) facility.

The Administration/Maintenance facility currently has two Wi-Fi Access Points installed and in use. The access points are CISCO Aironet 3502E (omnidirectional). The Contractor will need to assure that their hardware/software/system can either use the Access Points or install additional hardware and licenses as needed. In either case, the Access Points must not be restricted to the use of the bus video system only.

The Wi-Fi network is controlled by a CISCO 5508 Series wireless controller. The Contractor will need to design their system so that the Wi-Fi network makes use of this controller or provide additional hardware and licenses for the system to work.

The Bus Storage Barn (North) has a fiber connection to the Administration facility. It also has a storage housing that can be used by the Contractor to place any switch or equipment required by the Contractor. The Contractor will be required to connect and provide all necessary equipment to the wired network using one of the open fiber channels. The Contractor will be required to mount, install, label, and configure the Access Points in the facility as required to provide complete Wi-Fi coverage (Complete Wi-Fi coverage must be approved by METRO). As part of the system testing the Contractor will, with METRO personnel, test the strength of all Wi-Fi signals, using Contractor supplied equipment. The Contractor shall provide a signal strength map of the facility.

The Wash Rack (service/fueling) facility has a fiber connection to the Administration facility. The Contractor will be required to connect and provide all necessary equipment to the wired network using one of the open fiber channels. The Contractor will be required to install Access Points in the facility as required to provide complete Wi-Fi coverage (Complete Wi-Fi coverage must be approved by METRO). As part of the system testing the Contractor will, with METRO personnel, test the strength of all Wi-Fi signals, using Contractor supplied equipment. The contractor shall provide a signal strength map of the facility. The Contractor will be required to install a housing to protect any equipment not rated for extreme environment conditions. The Contractor will also be required to install power to the housing along with UPS backup power.

The Bus Storage Barn (South) has a fiber connection to the Administration facility. It also has a storage housing that can be used by the Contractor to place any switch or equipment required by the Contractor. The Contractor will be required to connect and provide all necessary equipment to the wired network using one of the open fiber channels. The Contractor will be required to install Access Points in the facility as needed to provide complete Wi-Fi coverage (Complete Wi-Fi coverage must be approved by METRO). As part of the system testing the Contractor will, with METRO personnel, test the strength of all Wi-Fi signals, using Contractor supplied equipment. The contractor shall provide a signal strength map of the facility.

Intermodal Transit Center

The Intermodal Transit Center has a 50 MB fiber connection back to METRO's main campus as part of METRO's LAN. The facility also has several exterior CISCO Access Points for Wi-Fi coverage. The Contractor is to design their system so that they can make use of those access points to provide for data transfer between the buses and back office system. If the current Wi-Fi Access Points do not provide complete Wi-Fi coverage then the Contractor will be required to purchase additional Access Points, mount, install, label, and configure the additional Access Points in the facility as required to provide complete Wi-Fi coverage (Complete Wi-Fi coverage as approved by METRO). The Contractor will be responsible for replacing any Access Point if needed to be able to provide the connection between the bus and the back office system. Any changes to the Wi-Fi network cannot prevent METRO for using the Wi-Fi for other applications. METRO Wi-Fi network at the Intermodal Transit Center consist of a private and a public network.

Note: for all sites the Contractor is required to clean up and remove all debris.

3. Back Office System

The Back Office system will include all hardware, software and software licenses, and warranties required for the bus video system back office operations. These include all non-vehicle based workstations, laptops, servers, and wireless hardware, patch cables, equipment labeling, as well as the system and application software, software warranties, documentation, and media that runs on that hardware. Included in the Back Office system will be the 802.11 WLAN infrastructure. METRO will be responsible for providing any workstations. The Contractor will be required to provide any servers (which must be rack mounted) and any network hardware required to interface with the wireless controller. The Contractor will be responsible for installation of any application software that runs on the server or workstation hardware. The Back Office system must be remotely accessible from outside of METRO.

4. Spare Parts

The Contractor shall provide METRO with a spare parts inventory.

This inventory should include but not be limited to extra hard drives, cameras, etc.

The spare parts shall be listed as part of and included in the proposal.

Implementation

As part of the installation of the bus video system project the Contractor should as part of their proposal address these milestones.

Proposed configuration of the Wi-Fi network. This should include at a minimum, a list of equipment to be installed, a preliminary diagram showing the layout of the equipment and location of Access Points. The Contractor should also include any other information other information that will provide METRO staff a clear understanding of the Bidder's proposed Wi-Fi system.

Once a contract has been awarded the Contractor will provide METRO a final design of the Wi-Fi network along with a diagram showing all of the Access Points. The Contractor cannot begin any installation until METRO has approved the final design.

Proposed configuration of the installation of the bus video system for each style of bus. The Contractor should provide a preliminary layout of the video system. This would include the description of the DVR, cameras, etc. After award the Contractor will provide a full mock up of the proposed DVR and cameras for review along with final design for the installation of the components in the bus. The Contractor cannot begin any installation until METRO has approved the design.

During the installation of the camera system, each bus must be tested by a METRO employee prior to acceptance. This testing is not limited to but includes reviewing camera angles, clarity of video and audio. Additional testing will be required as part of the Wi-Fi testing.

During the installation process of the Wi-Fi system. The Contractor will be required to test the system with a METRO employee to verify coverage and connectivity of the system. This will include testing the transfer of video from several buses for "event flagged" video to client side requests. This will also include creating and testing error notification for malfunctioning equipment. This will include testing at all locations.

Once the complete system (bus and Wi-Fi network) has been installed, METRO will do some additional testing to confirm the whole system is operating as proposed.

The Contractor shall also provide a training schedule for Operations, Safety and ITS staff. This training must provide METRO employees with the knowledge to use the bus video system. In addition there should be operational manuals provided (in a PDF format) for future reference.

For the ITS staff there should be additional training provided for Administration of the system and maintenance of the equipment. The Contractor shall provide maintenance and administrator manuals. (in PDF format)

Design Requirements

The Bidder should analyze the site requirements, its present status, the applications, the existing infrastructure and any other relevant details before designing the bus video camera system and Wi-Fi network and quoting prices.

The Bidder will be responsible for the site survey to identify the exact situation of the site and each bus.

The Bidder shall be responsible for end-to-end implementation and shall quote and provide/supply any items not included in the bill of material (proposal) but required for commissioning of the bus video camera system and Wi-Fi network. METRO shall not pay for any such items, which have not been quoted by the Bidder in the proposal but are required for successful completion of the project.

The Bidder will be responsible for delivering the equipment to METRO at 416 Kenmore Boulevard or other locations as needed. The Bidder shall supply all the installation material/ accessories/ consumables (e.g. screws, clamps, fasteners, ties anchors, supports, grounding strips, labels, wires, patch cords, licenses, hardware and software documentation, identification labels for all hardware, design layout of network showing locations and addresses, etc.) necessary for the installation of the systems.

The Bidder would be responsible for inventory check, testing and installation of the equipment accordingly and coordinating with the supplier as required.

The Bidder shall provide a complete bus video camera system and Wi-Fi solution to METRO as a part of their proposal. Any activity not mentioned here but required for the implementation, operation, and maintenance and monitoring of the bus video camera system and Wi-Fi solution shall be implemented and included at the Bidder's cost..

All licenses shall be licensed to METRO and will be the property of METRO.

PART 4

PROPOSAL

PROPOSAL

The METRO Regional Transit Authority (METRO) reserves the right to reject any and/or all proposals and to rebid at any time. Only one (1) contract will be awarded. Bidder responding agrees to furnish to METRO the product as specified within the specifications and proposals.

The Bidder shall put together a proposal that includes the following:

A narrative about the firm's qualifications and history. (Section I)

A proposal, including cost, on product/service being provided to meet the scope of work. (Section II)

A list references. (Section III)

All signed documentation (Part 2)

Section I Firm Qualification/History

Bidder shall provide a short narrative about the history of their firm and staff. The proposal should be very specific on the primary staff that will be working on METRO's projects (which shall not be changed without METRO's approval).

The bidder should also include anything else in this part to provide METRO information that would assist in evaluating the firm.

In this section provide the name, address, phone and email address for the person that will be the main contact for this proposal.

Section II Proposal

The Bidder shall present a detailed written proposal addressing the information provided in the scope of work. The proposal should provide a detailed description of what the Bidder will be providing, a time line on installation and a list of equipment and software to be installed. The proposal will also have a detailed description of the training and warranty to be provided.

The bidder shall provide cost and pricing data to support its price. This cost and pricing data should be submitted in a format, which will allow for analysis of individual elements of cost including labor, materials, overhead, other direct costs, etc. The cost proposal should be presented so that the cost can be tied to the written proposal.

The cost proposal page shall have the following information included:

FIRM/COMPANY NAME

NAME

SIGNED BY

TITLE

DATE

ADDRESS

CITY/STATE/ZIP CODE

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

SIGNED IN MY PRESENCE, THIS _____ DAY OF _____, 20__ BY

_____.

SIGNATURE OF NOTARY

Section III References

The Bidder shall include a list of three transit authorities that are current customers with a bus video system and size comparable to METRO. This list should include Company name, address, contact name, phone number and email address.

ATTACHMENT A

Vehicle Bus List & Camera Replacement Schedule

Bus Quantity	Bus Numbers	Year	Bus MFG	Current Video system	Replace	Quantity
10	9751 - 9762	1997	New Flyer	None	No	0
11	800 – 810	1998	Gillig	Silent Witness (on three buses)	No	0
5	906 – 925	1998	Orion	Silent Witness (5)	No	0
5	1100 – 1105	1998	New Flyer	Silent Witness (4)/Digital Witness (1)	No	0
25	1200 – 1224	1999	New Flyer	Safety Vision Observers (22)/Shiftwatch (3)	Yes	16
2	2005 – 2006	2001	MCI	None	No	0
13	1300 – 1312	2002	New Flyer	Safety Vision (RoadRecorder ver 3.1)	Yes	13
8	1401 – 1408	2002	New Flyer	Safety Vision (RoadRecorder ver 3.1)	Yes	8
4	1411 – 1414	2003	New Flyer	Safety Vision (RoadRecorder ver 3.1)	Yes	4
4	1421 – 1424	2004	New Flyer	Safety Vision (RoadRecorder ver 3.1)	Yes	4
9	1501 – 1509	2006	Gillig	Kalatel/GE (Mobile View Ver 3)	Yes	9
5	1601 – 1605	2007	Gillig	Shiftwatch (TVS300 MDVR)	Yes	5
2	1606 – 1607	2007	Gillig	Kalatel/GE (Mobile View Ver 4)	Yes	2
2	1608 – 1609	2008	Gillig	Kalatel/GE (Mobile View Ver 4)	Yes	2
4	1701 – 1704	2009	Gillig	Kalatel/GE (Mobile View Ver 4)	Yes	4
6	2007 - 2012	2009	MCI	None	No	0
10	1711 - 1720	2010	Gillig	Kalatel/GE (Mobile View Ver 4)	Yes	10
1	5001	2010	Gillig	Kalatel/GE (Mobile View Ver 4)	Yes	1
12	1751 - 1763	2011	Gillig	Kalatel/GE (Mobile View Ver 5)	Yes	12
3	5011-5013	2011	Gillig	Kalatel/GE (Mobile View Ver 5)	Yes	3
2	1801 -1802	2011	Gillig	Kalatel/GE (Mobile View Ver 5)	Yes	2
143						95

Note: 2011 buses are scheduled for delivery between March and May.