



City of Nashua

Central Purchasing
229 Main Street
Nashua NH 03060
603-589-3330 Fax: 603-589-3344

November 3, 2009

Request for Proposals

Transit Security System RFP0830-121109

The City of Nashua NH is soliciting proposals from qualified vendors experienced in fixed and mobile security systems to supply, install, configure, and train City staff on a turnkey security solution that will provide for both an (a) physical & video security system for Nashua Transit facilities, and (b) video security system for Nashua Transit vehicles.

Respondents may elect to bid on only one, or both, of these two systems (facility security, and/or vehicle security) If a bidder proposes a solution for *only one* of these systems, they must ensure that all *necessary components and services* are included in their proposal to support that system in isolation from any requirement necessary for the other. Bidders will *not* be penalized for electing to bid on only one system solution.

INSTRUCTIONS TO VENDORS:

All proposals must be submitted with **one (1) original, two (2) photocopies** of the same pages and **two (2) electronic copies**, on CD-ROM, (documents may be in PDF format, but Functional Requirements Matrix worksheets must be in edited MS excel format). in a sealed envelope(s) or package(s) clearly marked "**Proposal for Transit Security Systems**". Complete specifications and related documentation is available on our web site, www.nashuanh.gov under Citizen Favorites, Current Bid Opportunities, document **RFP0830-121109**. Results will be posted on the web site, under Bid Results, within three (3) hours of opening.

Proposals must be submitted, as outlined in the preceding paragraph, no later than **11:00 am, December 11, 2009** c/o Central Purchasing, Lower Level, City Hall, 229 Main Street, Nashua, NH 03060, in sealed envelopes/packages clearly marked "**Proposal for Transit Security Systems**".

Delivery of the Proposals shall be at the Vendor's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department, in accordance with its established policies, as having been received at the location designated above. The City of Nashua accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Vendor's responsibility.

There will be a **mandatory pre-bid meeting**, at Nashua Transit, Conference Room, 11 Riverside Street, Nashua NH, on **Thursday, November 12, 2009 at 9:00 am**. You or your representative(s) are required to attend this meeting if you intend to submit a proposal. The meeting is an opportunity for the City to overview the project and objectives, and participants to request additional information directly from City of Nashua staff managing or participating in this project.

The City of Nashua may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful bidder against the City of Nashua.

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be **submitted in writing**, citing the RFP title, RFP number, Page, Section, and Paragraph and submitted to the following RFP Solicitation Coordinator:

Mary Sanchez, Purchasing Agent II
City Hall, Lower Level
229 Main St
Nashua, New Hampshire 03060

Email: sanchezm@nashuanh.gov

Vendors are encouraged to submit questions via email; however, the City assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.

Nashua Transit Services will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum to clarify or modify this RFP. Answers to vendor submitted questions and other addenda will be posted under document RFP0830-121109 on the City of Nashua website; www.nashuanh.gov under Citizen Favorites, Current Bid Opportunities.

Inquiries must be received by the City's RFP Solicitation Coordinator (see above) **no later than Thursday, November 19, 2009 at 12:00 noon**. Inquiries received later than this date shall not be considered properly submitted.

The City of Nashua reserves the right to revise the scope & deliverables of the requested services at its sole discretion prior to awarding any contract. In such a case these revisions shall be negotiated between the City and the contractor to reconcile any changes on pricing and performance. Changes after awarding a contract shall be governed by the terms of that agreement.

The City of Nashua assumes no liability for the payment of costs and expenses incurred by any bidder in responding to this request for proposals. All proposals become the sole property of the City of Nashua. This request for proposals is not a contract and alone shall not be interpreted as such but rather serves as an instrument through which proposals are solicited.

All proposals are binding for ninety days (90) following the deadline for submission of proposals, or until the effective date of any resulting contract, whichever is later.

The City reserves the right to request one or more finalists to make an on-site presentation of their proposal and to answer questions regarding their proposal and qualifications to City of Nashua staff and other designated project team members.

The successful firm will be required to maintain for the duration of the contract all required insurance. Coverage shall be written with an insurance carrier licensed to do business in the State of New Hampshire. City of Nashua requires thirty (30) days' written notice of cancellation or material change in coverage. Contractor will be responsible for filing updated Certificate(s) of Insurance with the City of Nashua during the life of the Contract.

Certificates of Liability and Workmen's Compensation Insurance must be filed with the City of Nashua Risk Management Department by the successful bidder within ten (10) calendar days after notification of award. Insurance requirements are outlined in Section 6 "Insurance Requirements" of the specifications. **The City of Nashua must be named as an additional insured on all liability certificates.**

NTS seeks to extend subcontracting opportunities to State of New Hampshire certified Disadvantage Business Enterprises, ("DBE") in order to promote economic success and growth. NTS values, supports and nurtures diversity and encourages any firm contracting with NTS to do the same.

The FTA Terms and Conditions may be found on pages 15 through 21 of this document.

The City is exempt of all taxes. All vendors must comply with all applicable Equal Employment Opportunity laws and regulations.

Pursuant to NRO 5-78 (F), the Purchasing Manager shall not solicit a bid from a contractor who is in default on the payment of taxes, licenses or other monies due the city. Therefore, this bid request is void as to anyone who is in default on said payments.

Respectfully,

Mary Sanchez.
Purchasing Agent II
City of Nashua

RFP0830-121109
Transit Security Systems

1. PROJECT DESCRIPTION

The City of Nashua is seeking proposals from qualified bidders to supply, install, configure, and train City staff on a turnkey security solution that will provide for both an (a) physical & video security system for Nashua Transit facilities, and (b) video security system for Nashua Transit vehicles; and which will reduce the risks and meet the objectives outlined in the RISKS & OBJECTIVES section of this RFP.

IMPORTANT - Respondents may elect to bid on only one of these two systems (facility security, and/or vehicle security), or may elect to propose a holistic solution that meets both sets of requirements and brings some economies of scale as a result. However if a bidder proposes a solution for *only one* of these systems, they must ensure that *all necessary components and services* are included in their proposal to support that system in isolation from any requirement necessary for the other; further they shall also describe whatever integration options as may be available in that solution. Bidders will *not* be penalized for electing to bid on only one system solution. However if a bidder elects **not** to propose a solution to both systems, they must enter "NS" in all columns of the Functional Requirements Matrix worksheet (Appendix B attached) for that particular system. Failure to indicate 'NS' in any column corresponding to a system you are not bidding, may result in disqualification.

2. BACKGROUND

The City of Nashua is a community of about 90,000 residents located along the Merrimack River in southern New Hampshire. Information concerning Nashua can be viewed and downloaded from:

<http://www.nashuanh.gov>

The security system needs to be designed and installed at the following three (3) building locations and eight (8) vehicle locations:

Nashua Transit System Administration Offices at 11 Riverside Street in Nashua (see attached diagram). The administration office facility is shared with the DPW (9 Riverside Street); however the office spaces are distinct and must be secured to prevent unauthorized access from DPW. This site includes offices, conference rooms, reception area, equipment closets, restrooms, and a shared kitchen area (shared with DPW). There is a parking area on the south side of the building.

The Maintenance Garage is also located at 11 Riverside Street, Nashua (see attached diagram). It is a separate 18,100 square foot facility the building has a maintenance area, a fueling and bus wash area as well as a storage area for the bus fleet. It has a vault room, a utility closet, a mezzanine area as well as office space.

Nashua Transit Center is located at 30 Elm Street, Nashua (see attached diagram). The Transit Center is approximately 1000 square foot building that is the transfer station of the Nashua Transit bus system. The building consists of a dispatch office as well as a common area for passengers.

Nashua Transit System Bus Fleet: NTS operates 8 low floor buses that handle the fixed routes throughout Nashua. Mobile security is needed in all of the buses, seven (7) 30' Gillig Low Floor and one (1) 35' Gillig Low Floor.

3. RISKS & OBJECTIVES

The system must plan for and address the unique risks and objectives for these three (3) building locations and eight (8) vehicle locations:.

While specific technologies and products may be referenced in this RFP, bidders are *both expected and encouraged* to evaluate the risks and objectives of the project and unique venues and suggest alternative technologies and products that better meet the following high-level goals

Prevent or mitigate risk
Provide faster response
Provide greater ease of use or management
Reduce cost of system components, installation, maintenance, or monitoring

Risks: The security system(s) proposed should consider and be designed to meet the anticipated risks below.

Note: Intrusion refers to any unauthorized or forced entry to a door, window, or area. Distress refers to any situation in which authorized staff feels that the safety of property or persons is at risk.

Nashua Transit System Administration Offices – The Nashua Transit System (NTS) is seeking a system that will address the primary risks identified at their 11 Riverside offices of:

Intrusion during business hours -

by visitors and public that attempt to enter the NTS Administrative facility from the reception area without authorization

by visitors, public or non-NTS Staff that attempt to enter the NTS Administrative facility from other secure entrances.

Intrusion after business hours –

by visitors, public, or non-NTS Staff that attempt to enter the NTS Administrative facility from any entrance

Staff personal security –

During business hours provide staff in the dispatch office ability to trigger a distress alarm

Nashua Transit System Maintenance Garage – The Nashua Transit System (NTS) is seeking a system that will address the primary risks identified at their 11 Riverside maintenance facility of:

1. *Intrusion during business hours -*

by visitors and public that attempt to enter the NTS maintenance facility from the outside without authorization

2. *Intrusion after business hours –*

by visitors, public, or non-NTS Staff that attempt to enter the NTS maintenance facility from any entrance

Nashua Transit Center – The Nashua Transit System (NTS) is seeking a system that will address the primary risks identified at their 30 Elm Street location of:

1. *Intrusion during business hours -*

by visitors and public that attempt to enter the NTS dispatch office from the common area without authorization

2. *Intrusion after business hours –*

by visitors, public, or non-NTS Staff that attempt to enter the Nashua Transit Center facility from any entrance

3. *Staff personal security –*

During business hours provide staff in the dispatch office ability to trigger a distress alarm

Nashua Transit Bus Fleet – The Nashua Transit System (NTS) is seeking a system that will address the primary risks identified on their busses of:

1. *Staff and public personal security –*

Provide driver ability to trigger a distress alarm

Objectives: The security system(s) proposed should consider and be designed to meet the management, safety, and security objectives below. In addition, the system needs to be web based.

General Objectives – The system should be designed to consider and meet the general objectives of:
Provide an appropriate level of deterrence, monitoring, alerting, and recording based on anticipated threats and risk

Utilize a method of access control that is secure (i.e. use of reader cards)

Control public access to all three building facilities

Provide a mechanism for staff to electronically unlock and then re-secure the door between reception areas and office areas ('buzz in a visitor') – **Transit Administration Offices only**

Optionally provide an intercom that will permit visitors to announce their presence and request access from reception area to office area at the Administrative offices

Provide a mechanism for authorized staff during or after business hours to silently alert Police or other appropriate parties to a situation that compromises the safety of persons or property at the facility (at a fixed point such as reception areas, and via a mobile alerting mechanisms)

Utilize audible & electronic alarms to notify emergency staff of an alarm condition and to provide an audible deterrent to further intrusion when an alarm is triggered

The web based system will allow administrative access to be console & to be able to access each individual PZT camera

4. SITE SPECIFICS

Design of the security system will be at the discretion of the contractor based upon the risk, objectives, and system design site specifics listed below and shown in the attached site diagrams. Types of detectors, door strikes, keypads, etc. are not specified but should be adequate to provide the security system described.

Nashua Transit System Administrative Offices: Area A

1 System *Central Control unit*, monitor, keyboard, mouse, and printer and all other necessary equipment shall be located in a designated area to be determined or bidder should propose to use existing Verex system (see control system requires below).

2 Electronic & Audible alarms

Police Department notification – an electronic alarm notification should be communicated to the Nashua Police Department upon any triggering of an intrusion alarm when the system has been armed

Police Department notification – an electronic alarm notification should be communicated to the Nashua Police Department upon any triggering of a distress alarm *at any time*

ID access points - Four (4)

Exterior Main office entrance (door A1 on diagram)

Secondary Main entrance door (door A2 on diagram)

Interior entrance to hallway from Cafeteria to Transit (door A3 on diagram)

Door located in Expansion Space 4 (door in D101 accessing Hall A122)

4 1 Door with contact switch only

Exterior entrance door (door A4 on diagram)

1 Remote door lock – Entrance from secondary main entrance door to office area (door A2 on diagram) for buzzed visitor entry

Motion alarms - motion detectors will be used to monitor areas within interior locations. Exact location of motion detectors is to be determined by installer to maximize detection area based on location characteristics.

Main Office Hallway – Area A, expected that 2 motion detectors will be needed here, one at each end (see diagram)

Secondary Office Hallway – Area B

Distress alarms –

1 fixed unit – Room A104 on diagram – so dispatch may trigger a distress *during business hours or after hours*

Panic Bars – ‘panic bar’ devices or other single action interior exit devices (compliant with NFPA 101 requirements) should be installed at the dispatch area.

Add a push bar to Secondary Main entrance door (door A2 on diagram)

Nashua Transit System Maintenance Garage: Area C

1 *Electronic & Audible alarms*

a. Police Department notification – an electronic alarm notification should be communicated to the Nashua Police Department upon any triggering of an intrusion alarm when the system has been armed

Police Department notification – an electronic alarm notification should be communicated to the Nashua Police Department upon any triggering of a distress alarm *at any time*

Audible alerts – interior and exterior audible alerts (sirens, etc.) should be sounded upon any triggering of an intrusion alarm when the system has been armed

2 *5 ID access points*

a. Exterior entrance doors (5) (doors C1-C5 on diagram)

3 *13 Overhead Garage Doors with contact switch only*

4 *Internal Cameras* - Exact location of cameras is to be determined by installer to maximize area based on location characteristics. Cameras must be able to detect and alert motion.

a. Two (2) located in the storage area (area C113 on diagram)

b. Three (3) located in Maintenance area (area C102 & C103 on diagram)

c. One (1) located in the Fuel Bay (area C110 on diagram)

d. One (1) in the Vault Room (area C107 on diagram)

5 *External Cameras* - Exact location of cameras is to be determined by installer to maximize area based on location characteristics.

Two (2) on the West side of garage

Two (2) on the East side of garage

Three (3) on the South side of garage

6 *Motion alarms* - motion detectors will be used to monitor areas within interior locations. Exact location of motion detectors is to be determined by installer to maximize detection area based on location characteristics.

a. One (1) located in the supervisors office (area C100 on diagram)

Nashua Transit Center: Area T

1 The preference is to have this building and all accessories to tie into the central unit at Nashua Transit Administration building utilizing the current Fiber and/or POTS line that is installed. If not, install a System *Central Control unit*, monitor, keyboard, mouse, and printer and all other necessary equipment shall be located in the dispatch office.

2 *Electronic alarm*

- a. Police Department notification – an electronic alarm notification should be communicated to the Nashua Police Department upon any triggering of an intrusion alarm when the system has been armed
- b. Police Department notification – an electronic alarm notification should be communicated to the Nashua Police Department upon any triggering of a distress alarm *at any time*

3 *ID access points - Three (3)*

- a. Exterior East side entrance (door T1 on diagram)
- b. Exterior North entrance door (door T2 on diagram)
- c. Interior entrance to dispatch area (door T3 on diagram)

Distress alarms –

- a. 1 fixed unit – Area T on diagram – so dispatch may trigger a distress *during business hours or after hours*

External Cameras - Exact location of cameras is to be determined by installer to maximize area based on location characteristics.

- a. Four (4) exterior cameras

6 Internal Cameras - Exact location of cameras is to be determined by installer to maximize area based on location characteristics.

- a. Two (2) interior cameras

Nashua Transit System Bus Fleet

Each bus will be equipped with three (3) wireless digital surveillance cameras. Exact location of cameras is to be determined by installer to maximize monitoring of bus activity, subject to Nashua Transit approval.

One (1) interior camera located in the front of the bus with a view to the back of the bus.

One (1) interior camera with a view to monitor the driver and coin box.

One (1) interior camera, location TBD offering a clear view of the street in front of the bus

Each bus will be equipped with a covert event marking switch (panic button or distress alarm) within reach of the bus operator's left hand. Final location is subject to Nashua Transit approval. Impact sensors shall also trigger an event. Events will transit an alert to designated authorities, such as the Nashua Transit Dispatch Office and Nashua Police Department. Video transmitted during such an event shall be protected from automatic overwriting or archiving until a system administrator erases it.

5. SYSTEM REQUIREMENTS

Proposals must address all requirements listed. Any failures or exceptions taken to any part of the RFP should be clearly identified in the proposal, and may, under some conditions constitute grounds for rejection of proposal.

Building Facility Security

General Requirements:

Bids to include complete labor and materials for turnkey installation

Bids must include services and hardware necessary for door and window modifications (e.g. 'panic bars') as may be detailed in this RFP (subcontracting of these services and components is permitted)

Bids must include specific details and model numbers on equipment being offered

Bids must clearly identify what components of the system Nashua Transit is required to provide (electrical, telephone, network connection, staff to manage, monitor, etc.)

All work shall be done in accordance with all applicable local, state and federal building codes and any other applicable laws, regulations or policies, *including compliance with NFPA 101 'Life Safety Code' (2003 ed.)*.

All work shall be in accordance with the attached FTA clauses.

Control System Requirements:

The City has recently installed a VEREX Director v4.x (enterprise) security monitoring and management system at the DPW Administration offices of the Riverside facility. The software is installed on a Dell Precision PWS 390, Duo core 1.86 GHz processors, 1 GB RAM, 8.52 GB Hard Disk, running XP Professional Service Pack 2.

The existing system supports

- * Access Doors - 6
- * Alarm Points - 15
- * Cameras - 0
- * Users - approx. 30 users (with key codes)

The City would like bidders to *propose **the expansion and/or use of this existing system for this project if feasible***. If this is NOT feasible then bidders should document in their response why it is not feasible, and then utilize the requirement information in Appendix B to identify and propose a control system that meets these requirements.

If this existing system is utilized for this expansion, the City estimates this would involve adding the following resources to the current system:

- * Access Doors - Add approx. 12
- * Alarm Points - Add approx. 30
- * Cameras - Add approx. 19 (via DVRs, etc.)
- * Users - Add approx. 5 Admins, and approx. 25 - 30 coded employees"

Bus Fleet Security

General Requirements:

Bids to include complete labor and materials for turnkey installation

Bids must include all services and hardware necessary for bus modifications (e.g. 'panic buttons') as may be detailed in this RFP (subcontracting of these services and components is permitted)

Bids must include specific details and model numbers on equipment being offered

Bids must clearly identify what components of the system Nashua Transit is required to provide (electrical, telephone, network connection, staff to manage, monitor, etc.)

All work shall be in accordance with the attached FTA clauses.

System Operation:

The digital video camera systems shall receive and record video from the transit buses on-board digital surveillance cameras; images shall be recorded on removable disk drives. The digital video camera system shall not interfere electrically with the operation of the transit bus or with its onboard electronic equipment such as the radio, fare box, engine controls, transmission or other electronic equipment. Furthermore, the unit shall be Federal Communication Commission listed and approved. The DVR shall be installed in the number one roadside parcel rack, lockable compartment, so as to minimize its physical exposure and also to reduce shock and impact.

The digital video camera system must record, at a minimum, thirty (30) frames per second (fps) aggregate on National Television Systems Committee color video cameras. The system shall be used with specified industry-standard surveillance equipment. The digital video camera system shall begin recording when the transit bus' master control is switched on and shall continue recording for a user-programmable time period after the transit bus' master control is switched off.

The digital video camera system shall be a high performance video monitoring system designed specifically for installation in transit buses. Features of the system shall include digital recording, rugged camera enclosures, versatile equipment enclosures, and the latest video technologies for capturing and retaining high quality images. The on-board digital video camera system shall perform mobile monitoring and surveillance of transit buses utilizing an end-to-end digital recording approach. The system shall be activated through the transit bus' master switch. When the transit bus is started, the digital recorder acquires and stores data from cameras. On a routine basis, recording may stop following a pre-programmed period or when the transit bus master switch is off and the system stands idle.

During recording, time, date and designated optional sensor inputs, along with transit bus identification number, shall be digitally inserted in real-time into each video image set. A video image set consists of all video cameras used. All information shall be stored on removable shock-resistant disk storage media and shall be formatted to prevent alteration or tampering. As available disk space is filled, new information overwrites old in a linear sequence. This linear sequence shall continue indefinitely until an "event" occurs, necessitating retrieval of stored data.

Digital Video System:

After the system is installed, the digital video recording/camera system shall require no human intervention except for periodic testing. The system shall be designed to meet the safety and security requirements of the user and will be used as a deterrent, an eyewitness, and/or a recorder of an event.

System operating status shall be displayed in English via the remote display head which may be located on or near the driver's instrument panel. The final location is to be approved by the Nashua Transit

The digital video camera system may operate in a voltage range of 10 to 28 VDC with maximum power consumption of five amps continuous. Power shall only be supplied through an available circuit breaker approved by the Nashua Transit. The circuit breaker shall be engineered to provide only enough power to operate the system, while protecting the camera and bus from overloads and shorts. The successful bidder shall test the proper operation of this circuit by simulating an overload to the satisfaction of the Nashua Transit.

The system shall have the ability to record multiple cameras simultaneously in high resolution color.

The system shall be installed according to industry standards meeting Society of Automotive Engineers recommended practices. All cables, wiring, interconnections, switches, and circuit breakers/fuses shall be heavy-duty and specifically designed for their purposes and automotive application. The selected wire sizes and insulation shall be based on the current carrying capability voltage drop, mechanical strength temperature and flexibility requirements. Video and audio wires selected shall be gauged to minimize signal loss.

A protective filtering device shall be installed to protect the video system and its memories from electrical fluctuation typically found in a transit bus including, but not limited to, over voltage, under voltage, transient, power surge/dip during engine or other transit bus equipment startup, alternator noises, etc. It is important that the filtering device provides sufficient and proper protection to the video camera equipment supplied under this contract.

Troubleshooting and Maintenance - The DVR shall have a port to allow programming (time, date, transit bus ID, disk size, etc.) and system diagnostics. Built-in software shall perform full and continuous system diagnostics and shall be capable of reporting failures of the DVR, hard drive or cameras, to the sub-system component level. A dash mounted display head shall indicate system status as reported by the self-diagnostic tests.

Clock - The DVR clock shall operate independently of the transit bus' main power supply and shall have a minimum five (5) year operational lifetime before a battery change is required. Clock drift shall be no greater than one (1) minutes per six (6) months. Dates are to be pre-programmed to at least the year 2025, and shall take into account all leap years and daylight savings time changes automatically without external intervention.

The clock data is digitally inserted into the image/sensor data stream prior to storage to hard disk. There shall be future capability for atomic clock update through a GPS interface.

Operator Interface - The DVR shall not require any human intervention to prepare the system for operation or effectuate operation, other than the master switch operation.

Processor Control - The DVR shall be controlled using an industry standard personal computer compatible processor.

Data Acquisition and Processing - The DVR shall be capable of directly digitizing, combining, compressing, and storing National Television Systems Committee video and analog and digital sensor signals. Video, audio and sensory signals shall be combined in a single data stream. Data shall be stored in such a way as to prevent alteration and tampering, and restrict access. Data is compressed using a data compression removable hard disk storage media and is transmittable over a wired or wireless network. The DVR shall have the highest standard recording resolution available.

Drive Error Auto Correction - During recording, the DVR shall be able to identify and skip over bad sectors of the removable hard drive without causing any interruptions in the recording process. If other drive or file structure errors should occur, the DVR shall also be programmable to look for these and take corrective action as necessary to keep the digital video recording continuous.

Log File - The DVR shall maintain a log file of its actions, which are stored on the removable hard drive. This information includes the time and date of the action and includes: ignition on/off, events start and stop, incidents saved and erased, camera failure, drive errors and corrective action taken, and other diagnostics.

Digital Video Cameras:

Digital video cameras shall be equipped with a heavy duty commercial grade quality lens, allowing for the optimum focal distance, optimum field of vision allowable, and shall be designed to achieve maximum image resolution.

Cameras shall provide a clear, stable, high quality picture with the correct exposure, minimal smearing and distortion under all lighting conditions within the bus. All images shall be free of glare, stars, haze, etc. Video cameras shall be designed and installed to achieve optimum coverage of the complete transit bus.

Audio:

The Digital Video Recorder shall provide for synchronized dual channel audio recording with multiple filter options. The system shall have the capability to record and playback audio simultaneously with recorded video.

Digital Video Recording:

Event Recorder:

The system shall be activated through the transit bus master switch. When the transit bus is started, the digital recorder shall acquire data from cameras and optional pre-selected sensor parameters. On a routine basis, recording may stop following a pre-programmed period or when the transit bus master switch is off and the system stands idle. As available disk space is filled, new information overwrites old in a linear sequence. This linear sequence shall continue indefinitely until an event or incident occurs necessitating retrieval of stored data.

A covert event marking switch (also know as "panic button") shall be installed within reach of the bus operator's left hand. Final location is subject to approval of the Nashua Transit. Impact sensors shall also trigger an event. Events will be protected from automatic overwriting until a system administrator erases them. During an event, the resolution and fps shall increase to the maximum possible on all interior cameras.

Society of Automotive Engineers Conformance:

The DVR shall be capable of communication with Society of Automotive Engineers J-1708 Serial Data Communications Between Microcomputer Systems and Heavy-Duty Vehicle Application, J-1587 Electronic Data Interchange Between Microcomputer Systems and Heavy-Duty Vehicle Applications and J-1939 Recommended Practice for Serial Control and Communications Vehicle Network. The DVR shall be capable of acquiring data from electronic transit bus systems, including engines and transmissions, utilizing the Society of Automotive Engineers data communication standards.

The DVR and all sub-systems shall comply with Society of Automotive Engineers J-1455 Recommended Environmental Practices for Electronic Equipment Design (Heavy-Duty Trucks) for vibration and shock isolation.

Monitoring and Playback:

Must provide real-time concurrent monitoring of all camera views per bus via web based system
Access to recordings must be password protected and impervious to alteration and tampering to ensure forensic integrity.

Decals:

Decals will be provided for each bus, six (6) per bus, stating "This vehicle may be equipped with Video/Audio recording equipment". Approximate dimensions: 8" x 4". Colors and fonts are to be approved by Nashua Transit.

Warranty & Service Requirements:

Vendor must warrant for two years (24 months) all parts, labor, material, equipment and such required to maintain 100% functionality of the system
During this period vendor will be obligated to respond and acknowledge service requests within two business hours of receipt, and to dispatch a technician to the affected site within four business hours of acknowledgement for problems defined as critical by the City of Nashua (Example is if a camera goes down, that is not critical. If the system cannot be secured at one of the buildings, that would be deemed critical)
During this period vendor will assume full and complete responsibility for warranty repairs and/or replacement and assumes all liability and expenses associated with repairs and replacement.

Documentation, Testing & Training Requirements:

Vendor will complete & document all programming necessary to provide a complete turnkey system and provide this documentation at time of project signoff
Vendor will complete a full set of As-Built diagrams for all wiring & equipment and provide this documentation at time of project signoff
Vendor will create a complete set of Alarm Zone maps and provide this documentation at time of project signoff
Vendor will photograph all work (with the exception of unexposed wiring and conduit) and provide photographs electronically at time of project signoff
Vendor shall provide to the City all equipment guides & documentation, registration information, and licensing info
Vendor will organize, document and perform complete and comprehensive Acceptance Testing (including final walk-through) under oversight of the City of Nashua project team to demonstrate and validate that solution meets the objectives of the RFP and the specifications of the products and technologies installed
Vendor will provide sufficient onsite training of City of Nashua project team staff in the operation of the system and any scheduled maintenance that may be required of City staff

6. INSURANCE REQUIREMENTS

Contractor shall maintain for the duration of the contract all required insurance coverage. Coverage must be written with an insurance carrier licensed to do business in the State of New Hampshire. City of Nashua requires thirty (30) days written notice of cancellation or material change in coverage. Contractor is responsible for filing updated Certificates of Insurance with the City of Nashua Risk Management Dept. during the life of the contract. The contractor must maintain required limits of coverage for the duration of the contract/project.

The contractor shall provide a Certificate of Insurance with evidence of the following coverage's to the City of Nashua Risk Management Dept. ten (10) days prior to commencing work under the contract document.

Comprehensive General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate – City of Nashua must be named as an additional insured.

Motor Vehicle Liability - \$1,000,000 combined single limit – **City of Nashua must be named as an additional insured.** Coverage must include all owned, non-owned and hired vehicles.

Workers' Compensation as required by statute/Employers' Liability of \$100,000/\$500,000/\$100,000

Professional Liability- \$1,000,000

7. PROJECT OVERSIGHT

Bidder will identify a project manager who will provide direct supervision of the project and be the single point of contact and accountability for the services performed. This project manager must have at least two years related experience installing security, monitoring, and access systems, and **may not** be subcontracted to a third party.

Bidder's project manager will work directly with a City of Nashua project coordinator:

Mark A. Sousa - Nashua Transit Director (603)821-2035 sousam@NashuaNH.gov

All correspondence and project documents required by the City for completion of this project shall be directed to the City of Nashua project coordinator.

8. PROPOSAL PREPARATION AND SUBMISSION

There will be a **mandatory pre-bid meeting**, at Nashua Transit, Conference Room, 11 Riverside Street, Nashua NH, on **Thursday, November 12, 2009 at 9:00 am**. You or your representative(s) are required to attend this meeting if you intend to submit a proposal.

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be **submitted in writing**, citing the RFP title, RFP number, Page, Section, and Paragraph and submitted to the following RFP Solicitation Coordinator:

Mary Sanchez, Purchasing Agent II
City Hall, Lower Level
229 Main St
Nashua, New Hampshire 03060

Email: sanchezm@nashuanh.gov

Vendors are encouraged to submit questions via email; however, the City assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.

Nashua Transit Services will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum to clarify or modify this RFP. Answers to vendor submitted questions and other addenda will be posted under document RFP0830-121109 on the City of Nashua website; www.nashuanh.gov under Citizen Favorites, Current Bid Opportunities.

Inquiries must be received by the City's RFP Solicitation Coordinator (see above) **no later than Thursday, November 19, 2009 at 12:00 noon**. Inquiries received later than this date shall not be considered properly submitted.

Proposals for professional services shall be evaluated according to Nashua Revised Ordinances (NRO) Section 2-248. Contracts in excess of \$10,000 shall be approved by the Aldermanic Finance Committee before award of a contract.

Proposals must address all requirements listed. All terms and conditions are an integral part of the RFP. Any failures or exceptions taken to any part of the RFP may constitute ground for rejection of proposal. The City of Nashua may reject any or all of the proposals on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful bidder against the City.

Respondents may elect to bid on only one of these two systems (facility security, and/or vehicle security), or may elect to propose a holistic solution that meets both sets of requirements and brings some economies of scale as a result. However if a bidder proposes a solution for *only one* of these systems, they must ensure that *all necessary components and services* are included in their proposal to support that system in isolation from any requirement necessary for the other; further they shall also describe whatever integration options as may be available in that solution.

Bidders will *not* be penalized for electing to bid on only one system solution. However if a bidder elects **not** to propose a solution to both systems, they must enter "NS" in all columns of the Functional Requirements Matrix worksheet (Appendix B attached) for that particular system. Failure to indicate "NS" in any column corresponding to a system you are not bidding, may result in disqualification.

Submission shall be in three complete sets (one (1) original and two (2) copies) of all materials and data, printed and bound in the format indicated in the 'Proposal Format' section of this RFP. Submission must also include two (2) complete sets of all materials and data in electronic format on 2 labeled CDs, where documents may be in PDF format, but Functional Requirements Matrix worksheets must be in edited MS Excel format. Each file in the electronic format sets shall be named to clearly identify content and respective portion of the RFP to which it corresponds.

Proposals must be submitted no later than **11:00 am, December 11, 2009** c/o Central Purchasing, Lower Level, City Hall, 229 Main Street, Nashua, NH 03060, in sealed envelopes/packages clearly marked "**Proposal for Transit Security Systems**".

All proposals shall include the following information.

Contractor Profile

A general profile of the responding independent contractor/firm including detailed information on services offered

Address & phone numbers of all office locations and their hours of operation, clearly identifying main office and which office(s) would provide support to the City for this project Name & Contact info for primary contact for Vendor proposal, and primary contact for project services

Number of full time vendor staff including quantity of engineers & support staff

Details of professional experience and training for all engineers and support staff that would be assigned to this project

If subcontractors are needed, include the names and addresses of any subcontractors and details of what services and activities they would participate in

A list of similar clients and projects for reference, at least three of which are in the New England region (Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, and Connecticut) with preference toward client references in New Hampshire and Massachusetts

Experience Prerequisites

The vendor will document and provide details on how they meet the following professional experience prerequisites:

At least 5 years experience in designing, configuring, installing, troubleshooting, and supporting electronic security & video monitoring systems

Proposed Project Cost

Proposed pricing for this project shall be valid for 90 days from date of sealed proposal opening and shall be binding upon contract.

Proposals shall break down pricing response into the following components.

Turnkey system for the Nashua Transit System

Any recommended optional components or services, including extended warranties and service options

Proposed Timeline

The vendor shall provide an estimated timeline (in days) from award of contract for each and every phase of the project for which they are bidding, demonstrating the ability to complete the entire project in full no later than February 1st, 2010.

Proposal Format

The proposal shall follow the listed format when submitted.

Section 1. A signed copy of the RFP *and a signed copy of any published Addendums to the RFP* must be submitted as part of your proposal. All responses to RFP questions and requirements may be included at the appropriate spot in an edited copy of the RFP or some other labeled format, except for *functional requirements*, which shall be responded to in the RFP's Functional Requirements Matrix worksheets. All Functional Requirements Matrix worksheets *must be completed and submitted electronically in edited MS Excel format* (failure to do so will result in bidder disqualification). For any requirement that is either not supported by the bidder, or for which the bidder is *not bidding that system (facility security vs. vehicle security)*, the response **NS** must appear in that row and column of the Functional Requirements Matrix worksheet.

Section 2. Documentation of services & equipment provided, which may include product marketing materials (e.g. brochures) where these materials also provide full technical capability, and any special or proprietary service procedures or methodologies which the City would be expected to participate in.

Section 3. Pricing & project timeline.

Section 4. Equipment & Product List. A list of (a) minimum, (b) recommended, and (c) optimal (where applicable) hardware & product required to meet the objectives of this project. Include a formalized list of information, space, environment (power, connectivity, and environmental requirements), staff, and other resources needed by the Vendor to complete this project, and the extent to which the Vendor expects the City to provide such resources.

Section 5. Sample work product, which may include design documents and diagrams, project plans, RFP/RFQ/RFI documents, acceptance test plans or checklists, training documents and curriculum, operational documents and user guides, etc. The City of Nashua is amenable to either signing a Non-disclosure agreement for any sample documents or receiving documents in which previous client names have been removed.

Section 6. Signed Certificates of Compliance of the Special Conditions section as outlined at the beginning of this document.

9. EVALUATION CRITERIA

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria. When specified in bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest:

Understanding of project objectives/outcomes and vision

Team composition – experience and qualifications of vendor and staff assigned to project

Product specifications & quality

Value for money

References & reference site visits (if appropriate)

Vendor presentation when requested

Information

For information on this Professional Services opportunity, contact

Mary Sanchez, Purchasing Agent II

City Hall

229 Main Street

Nashua, NH 03060

Tel: 603-589-3330

Email: sanchezm@nashuanh.gov

FTA TERMS & CONDITIONS

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10

Fly America Requirements - 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.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 CFR Part 661

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

A bidder must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

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

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

The bidder or offer or hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

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

The bidder or offer or hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offer or hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offer or hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

3. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

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

4. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

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.

5. LOBBYING

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

6. ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

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

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 C. F. R. 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 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 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 the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. 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.
5. 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.
6. 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).

Sources of Authority:

- ¹ 49 USC 5325 (a)
² 49 CFR 633.17
³ 18 CFR 18.36 (i)

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between 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.

8. CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

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.

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(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.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 CFR Part 31.18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

11. TERMINATION
49 U.S.C. Part 18
[FTA Circular 4220.1E](#)

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Nashua Transit System that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Nashua Transit System, 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) The Nashua Transit System 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 Nashua Transit System's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Nashua Transit System setting forth the nature of said breach or default, Nashua Transit System 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 Nashua Transit System 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 Nashua Transit System elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Nashua Transit System shall not limit Nashua Transit System's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Nashua Transit System may terminate this contract for default. The Nashua Transit System 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.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the Nashua Transit System in writing of the causes of delay. If in the judgment of the Nashua Transit System, the delay is excusable, the time for completing the work shall be extended. The judgment of the Nashua Transit System shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Nashua Transit System.

If the termination is for failure of the Contractor to fulfill the contract obligations, Nashua Transit System may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by Nashua Transit System.

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

If the termination is for the convenience of the Nashua Transit System, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the Nashua Transit System determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the Nashua Transit System, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

49 CFR Part 29

Executive Order 12549

Suspension and Debarment

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

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

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

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

13. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

14. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

[FTA Circular 4220.1E](#)

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

Performance During Dispute - Unless otherwise directed by Nashua Transit System, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.7%. A separate contract goal has not been established for this procurement.

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

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

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

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Nashua Transit System. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

16. ADA ACCESS

FTA MASTER AGREEMENT

Section 12

Access for Individuals with Disabilities.

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

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

- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

17. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1E](#)

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 4220.1E](#) 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 Nashua Transit System requests which would cause Nashua Transit System to be in violation of the FTA terms and conditions.