



Request for Proposals



MOBILE ON BOARD VIDEO SURVEILLANCE SYSTEMS (OBVSS)

MTS DOC. NO. B0521.0-09

METROPOLITAN TRANSIT SYSTEM
Purchasing/Procurement Department
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
(619) 557-4580



<u>KEY CALENDAR DATES FOR</u> <u>MOBILE ON BOARD VIDEO SURVEILLANCE SYSTEMS</u>
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EVENT

DATE

MTS Issues Request for Proposals:

October 8, 2009

Preproposal Meeting and/or Site Visit (if necessary):

October 21, 2009 at 10:00 a.m., Prevailing
Local Time

Deadline for Submitting Written Questions and/or
Request for Approved Equals (RFAs):

November 18, 2009, 5:00 p.m., Prevailing
Local Time

MTS Issues Response to Written Questions and/or
Request for Approved Equals (RFAs):

December 11, 2009

Proposal Due Date:

***January 13, 2010, at 11:00 a.m.,
Prevailing Local Time***

Proposal Evaluations and Interviews (if necessary):

Week of January 25, 2010

Best and Final Offer (BAFO):

Week of February 8, 2010

MTS Issues Anticipated Notice of Intent to Award:

February 22, 2010

Anticipated Contract Award (MTS Board):

April 9, 2010

MTS Issues Anticipated Notice to Proceed After
Receipt of Signed Agreement:

Week of April 26, 2010

Contract Effective:

May 1, 2010

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October 8, 2009

Dear Prospective Proposer:

**Subject: REQUEST FOR PROPOSALS FOR MOBILE ON BOARD VIDEO SURVEILLANCE
SYSTEMS (MTS DOC. NO. B0521.0-09)**

The San Diego Metropolitan Transit System (MTS) is interested in receiving proposals from qualified sources under a negotiated procurement for Mobile On Board Video Surveillance. This procurement will be for MTS and its bus and rail operational arms, San Diego Transit Corporation (SDTC), San Diego Trolley Incorporated (SDTI), San Diego & Arizona Eastern (SD&AE) Railway Company, and San Diego Vintage Trolley, Inc. (SDVTI), collectively referred to as MTS or the Agencies. MTS is a California public agency established by California Public Utilities Code, Section 120000 et seq. MTS and its subsidiaries are subject to the California Tort Claims Act (Cal. Pub. Util. Code § 120202).

This letter, together with its attachments, comprises the formal Request for Proposal (RFP) for the specified procurement. Responses to this RFP should be submitted in accordance with the instructions stated herein. This proposal package includes the following:

- Proposal Instructions and Conditions (Section A). This attachment offers general instructions on the proposal and evaluation process and describes the requirements that the Proposer must meet.
- Scope of Work (Section B). The Scope of Work and Cost Proposal Forms details the areas of work required.
- Standard Procurement Agreement, Standard Conditions, Federal Requirements and Forms (Sections C and D). The successful Proposer will be required to execute the Agreement and Forms, and to comply with the insurance provisions contained therein. Any proposed waiver or changes to the Agreement must be clearly identified in the proposal with any cost impacts specifically identified. It is within MTS's discretion to accept or reject any proposed waiver or change to the Agreement. Any requested waivers or changes regarding subcontractors' insurance should identify the subcontractor's scope of work, current insurance levels, and associated costs of proposed insurance amounts.
- Proposal Forms (Section E).
- Addenda Acknowledgement Form (Section F).
- Sample Insurance Certificate (Section G).
- Attachments A, B & C (Section H).

KEY CALENDAR DATES OF EVENTS

The schedule of events leading from issuance of the RFP to award of a contract is as follows. Proposals arriving later than January 13, 2010, at 11:00 a.m., Prevailing Local Time, or at a different location will not be considered.

<i>EVENT</i>	<i>DATE</i>
MTS issues Request for Proposal	October 8, 2009
Preproposal Meeting and/or Site Visit	October 21, 2009 at 10:00 a.m., Prevailing Local Time
Deadline for Submitting Written Questions/ Clarifications or Request for Approved Equals (RFAs)	November 18, 2009 at 5:00 p.m., Prevailing Local Time
MTS' Issues Response to Written Questions/ Clarifications or Request for Approved Equals (RFAs)	December 11, 2009
<i>Proposal Due Date</i>	<i>January 13, 2010, at 11:00 a.m., Prevailing Local Time</i>
Proposal Presentations, Interviews and/or Negotiations with Short-Listed Firms (if necessary)	Week of January 25, 2010
Best and Final Offer (BAFO)	Week of February 8, 2010
MTS Issues Anticipated Notice of Intent of Award	Week of February 22, 2010
Anticipated Contract Award (MTS Board)	April 9, 2010
MTS Issues Anticipated Notice to Proceed After Receipt of Signed Agreement	Week of April 26, 2010
Contract Effective Date	May 1, 2010

MTS POINT OF CONTACT

John Miller, Contract Officer, is the sole point of contact for this solicitation. Mr. Miller can be reached via telephone at (619) 557-4580 or via email at John.Miller@sdmts.com. Proposers are directed not to contact other representatives of MTS, or MTS Board members in connection with this RFP. Noncompliance with this requirement may result in your firm's proposal being considered nonresponsive.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION (NOTE – THIS PROVISION WILL ONLY APPLY TO THOSE CONTRACTS AWARDED AND PAID FOR WITH FEDERAL FUNDS)

This project is subject to Title 49, Code of Federal Regulations part 26 (49 C.F.R. 26), entitled "Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs." In order to ensure MTS achieves its federally mandated statewide overall DBE goal, MTS encourages the participation of DBEs as defined in 49 C.F.R. 26 in the performance of contracts financed, in whole or in part, with federal funds. Proposer is also encouraged to use services offered by financial institutions owned and controlled by DBEs. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

As required by federal law, the California Department of Transportation (Caltrans) has established a statewide overall DBE goal that MTS must participate in as a condition of receipt of funding. In order to ascertain whether the statewide overall DBE goal is being achieved, MTS is tracking DBE participation on all federal-aid contracts. To assist Proposers in ascertaining DBE availability for specific items of work, MTS advises that it has determined that DBEs could reasonably be expected to compete for subcontracting opportunities on this project, and the likely DBE availability advisory percentage is **zero (0%)** percent. **MTS also advises that participation of DBEs in the specified percentage is not a condition of execution of this Agreement.**

Proposer shall be fully informed in respect to the requirements of the DBE regulations. The DBE regulations in their entirety are incorporated herein by this reference. Proposer's attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime Proposer, subcontractor, joint-venture partner with a prime or subcontractor, vendor of materials or supplies, or as a trucking company.
- C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.
- E. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - 1. Caltrans' "Civil Rights" Web site at: <http://www.dot.ca.gov/hq/bep>.
 - 2. Caltrans' DBE Directory. This Directory may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
- F. When reporting DBE participation, the Proposer may count the cost of materials or supplies purchased from DBEs as follows:
 - 1. If the materials or supplies are obtained from a DBE manufacturer, count one hundred (100%) percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - 2. If the materials or supplies are purchased from a DBE regular dealer, count sixty (60%) percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as

provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.

3. If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
 4. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- G. When reporting DBE participation, the Proposer may count the participation of DBE trucking companies as follows:
1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 2. The DBE must itself own and operate at least one (1) fully licensed, insured, and operational truck used on the contract.
 3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 6. For the purposes of paragraph 15(G), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
 7. Prior to the fifteenth (15th) of each month, the Proposer shall submit documentation to MTS showing the amount paid to DBE trucking companies. The Proposer shall also obtain and submit documentation to MTS showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Proposer may count only the fee or commission the DBE receives as a result of the lease arrangement. The Proposer shall also submit to MTS documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month.

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Proposer in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Proposer in writing with the date of certification. The Proposer shall furnish the written documentation to the engineer.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

MTS has an Equal Employment Opportunity (EEO) Program for vendors doing business with MTS. All vendors who provide MTS labor, equipment, materials and services of \$50,000 or more per year with fifty (50) or more employees, shall have, maintain, and submit upon request, an EEO Plan to MTS.

The objective of this plan is to assure that the Proposer will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Proposer agrees to take 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.

With respect to construction activities, the successful Proposer shall comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of 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), and any federal statutes, executive orders, regulations and federal policies that may in the future affect construction activities undertaken in the course of the Project.

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The MTS Equal Employment Opportunity Program will be a part of this agreement (a copy can be obtained from the Clerk of the Board). A Certificate of Compliance and a Workforce Report form signed by the Contractor are a condition for the award of this contract.

1. Prior to the award of this contract, a Contractor must complete and submit a Workforce Report (sample attached).
2. If MTS determines that there is underutilization of women and minorities in a Contractor's workforce, the Contractor shall be required to submit to MTS for its review and approval a written EEO Plan.
3. The Contractor's EEO Plan is to include goals and timetables for employment on a line-by-line (job title) basis. Goals and timetables must be designed to correct any identifiable deficiencies. Where deficiencies exist, the Contractor/Vendor shall establish and set forth specific goals and timetables separately.
4. No Contractor will be required to discharge members of its workforce in order to increase the number of minority or female workers employed.

ENCOURAGEMENT OF USE OF QUALIFIED LOCAL BUSINESS ENTERPRISES

As an expression of policy for procurements not subject to the provisions of Federal Transit Administration Circular 4221.E, and any successors thereof entitled "Third-Party Contracting Requirements," MTS strongly encourages the use of qualified business enterprises with offices located in San Diego County. Such a policy shall not exempt application of the requirements of the Board's Equal Employment Opportunity Plan or the Board's DBE Program. A local business enterprise will be generally defined as having: an office within San Diego County, a current paid business tax certificate or business license listing an address within San Diego County, and at least one (1) full-time employee at this address for at least six (6) months prior to the date of solicitation services. With regard to all procurements, federal and nonfederal, the Chief Executive Officer shall ensure that local business enterprises are given an opportunity to compete. Steps shall be taken to notify all potentially interested local firms.

TERMS AND CONDITIONS

The proposed contract terms and conditions are identified in the Standard Services Agreement - Section C.1, Standard Conditions – C.2, and Federal Requirements and Forms - Section D.

PROPOSAL EVALUATION PROCESS

Any contract resulting from this RFP will be awarded to the qualified Proposer whose proposal, as determined by MTS, best meets the requirements set forth in the Proposal Instructions to Proposers (Section A) and the Scope of Work (Section B). MTS uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include: experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to MTS.

An evaluation committee will review all proposals received using the criteria described in Section A.3.1. MTS may elect to interview qualified proposers. MTS reserves the right to reject all proposals, to select without further discussion or interviews, to request additional information, and to negotiate the final terms and conditions.

MTS may, at its sole and absolute discretion, reject any or all parts of the proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of MTS.

PROPOSAL ACCEPTANCE PERIOD

One (1) original and six (6) copies of the completed proposal should be submitted to the MTS Procurement Department **no later than 11:00 a.m., prevailing local time on January 13, 2010**. No exceptions will be made to this deadline. Price Proposals shall be submitted in a sealed envelope separate from the Technical Proposals. All proposals shall be delivered to MTS Procurement Department at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101, Attention: **John Miller**, clearly specify on the proposal "Mobile On Board Video Surveillance, MTS Doc. No. B0521.0-09." Proposals received later or at a different location than described herein, will not be considered. Proposals will not be accepted via facsimile.

Sincerely,



Paul C. Jablonski
Chief Executive Officer

PCJ/JM:ra

- Attachments:
- A. Proposal Instructions to Proposers
 - B. Scope of Work
 - C. Standard Services Agreement, Standard Conditions and Form
 - D. Federal Requirements, Forms, State Requirements
 - E. Proposal Forms
 - F. Acknowledgement of Addenda Form
 - G. Sample Insurance Certificate/s
 - H. Attachments A, B & C

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A.1 PROPOSAL INSTRUCTIONS TO PROPOSERS

A.1.1 PREPROPOSAL MEETING

A preproposal meeting will be held on Wednesday, October 21, 2009, at 10:00 a.m., prevailing local time, at the Metropolitan Transit System building located at 1255 Imperial Avenue, Suite 1000, San Diego, CA 92101. All prospective Proposers are encouraged to attend the preproposal meeting.

A.1.2 INTERVIEWS

During the evaluation period, MTS may interview some or all of the proposing firms. MTS has identified the week of January 25, 2010, to be the date to conduct interviews. All Proposers will be asked to keep this date available. No other interview dates will be provided, therefore, if a Proposer is unable to attend the interview on this date; its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Proposer, after which the evaluation committee will ask questions related to the firm's proposal and qualification. The committee will use pre-established criteria during the interview process to score and make their final recommendation.

A.1.3 EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing this quality of work to achieve MTS's objectives.

A.1.4 ADDENDA

The MTS reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. MTS shall provide copies of Addenda to all prospective Proposers officially known to have received the RFP. Prospective Proposers or their agents, shall be responsible to collect the addendum at the address provided, MTS Procurement Department, 1255 Imperial Avenue, Suite 1000, San Diego, CA 92101. Notification of, or the addendum, will also be made available through mail or email, by request, to all such prospective Proposers officially known to have received the RFP, and to the address provided by each prospective Proposer. Failure of any prospective Proposer to receive the notification or addendum shall not relieve the Proposer from any obligation under its proposal as submitted under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals, failure to do so may result in disqualification (See Section F - Addenda Acknowledgement Form).

If the MTS determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that the MTS determines will allow Proposers sufficient time to revise their proposals. Any new due date shall be included in the addenda.

A.1.5 CLARIFICATIONS

1. Examination of Documents

Should a Proposer require clarifications of this RFP, the Proposer shall notify MTS in writing in accordance with Section A.1.5.2 below. Should it be found that the point in question is not clearly and fully set forth, MTS will issue a written addendum clarifying the matter, which will be sent to all firms participating in this RFP and that are listed in MTS's Proposers list.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the preproposal meeting, clarifications, or comments must be put into writing and must be received by MTS no later than **5:00 p.m., prevailing local time, on November 18, 2009**. See attached form, page 99.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions." MTS is not responsible for failure to respond to a request that has not been labeled as such. See attached form, page 99.
- c. All requests must provide sufficient information in order to make a decision based upon the initial submittals. MTS shall make its determination based upon this information. Inadequate information will cause your request to be denied. See attached form, page 99.
- d. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:

- | | |
|---|---|
| (1) <u>U.S. Mail:</u> | MTS Procurement Department, P.O.
Box 122511, San Diego, CA 92112-
2511 |
| (2) <u>Overnight Courier:</u> | MTS Receiving Department, 1255
Imperial Avenue, Suite 1000, San
Diego, CA 92101 |
| (3) <u>Private Delivery Courier:</u> | MTS Procurement Department, 1255
Imperial Avenue, Suite 1000, San
Diego, CA 92101 |
| (4) <u>Facsimile:</u> | MTS Procurement Department – Fax No.
(619) 696-7084 |
| (5) <u>E-mail:</u> | John.Miller@sdmts.com |

3. MTS Responses

Responses from MTS will be provided in writing to all Proposers and "interested parties." All written questions that contain proprietary or confidential information must be clearly designated. To the extent possible, MTS will not divulge such information to Proposers or "interested parties."

A.1.6 SUBMISSION OF PROPOSALS

1. Due Date and Time

Proposals must be submitted on or before **11:00 a.m., prevailing local time, on January 13, 2010**. Proposals received after the above-specified date and time will be returned to the Proposer unopened.

2. Address

Proposals delivered in person or by private delivery courier shall be delivered to the following address:

**Metropolitan Transit System
Attention: John Miller, Contract Officer
MTS Purchasing/Procurement Department
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101**

Proposals delivered by an overnight courier shall be delivered to the following address:

**Metropolitan Transit System
Attention: John Miller, Contract Officer
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Metropolitan Transit System
Attention: John Miller, Contract Officer
MTS Procurement Department
P.O. Box 122511
San Diego, CA 92112-2511**

3. Identification of Proposals

Proposer shall submit ***one (1) original and six (6) copies*** of their proposal in a sealed package, addressed as shown above, bearing the Proposer's name and address and clearly marked as follows:

**MOBILE ON BOARD VIDEO SURVEILLANCE SYSTEMS
MTS DOC. NO. B0521.0-09**

Proposers shall be entirely responsible for any consequences resulting from any inadvertent opening of unsealed or improperly identified packages. It is the Proposer's sole responsibility to see that its proposal is received as required. Proposals arriving late due to a delay in the delivery process will not be accepted.

4. Acceptance of Proposals

- a. MTS reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. MTS reserves the right to withdraw this RFP at any time without prior notice, and MTS makes no representations that any contract will be awarded to any Proposer responding to this RFP.
- c. MTS reserves the right to postpone proposal openings for its own convenience.
- d. MTS reserves the right to require confirmation of information furnished by Proposer, or for the Proposer to provide additional evidence of qualifications to perform the work, or to obtain information from any source that has the potential to improve the understanding and evaluation of the proposals.

- e. Proposals received by MTS are considered public information, and will be made available upon request after award.
- f. Proposals submitted are not to be copyrighted.

A.1.7 PRECONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting that proposal to MTS;
- 3. Negotiating with MTS any matter related to this proposal; or
- 4. Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement.

MTS shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

A.1.8 PRE-AWARD AUDIT

Prior to contract award, the selected Proposers may be required to undergo an audit of their proposed costs and prices. MTS will conduct the audit for the purpose of determining whether the Proposers' prices are fair and reasonable.

A.1.9 JOINT OFFERS

Where two Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. MTS intends to contract with a single firm and not with multiple firms doing business as a joint venture.

A.1.10 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, and it is found by MTS to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for MTS of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP.

A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements, and the profit factors that comprise a Proposer's price proposal. It should be recognized that a price analysis through comparison to other similar procurements, must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar timeframe. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price.

A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer to Perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort, and whether costs are allowable, allocable and reasonable. Any such analyses and the results there from, shall not obligate MTS to accept such a single proposal; and MTS may reject such proposal at its sole discretion.

A.1.11 TAXES

Price proposals are subject to state and local sales taxes. However, MTS is exempt from the payment of federal excise and transportation taxes.

A.1.12 CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be structured as a firm fixed priced contract, plus cost for services described and included in this RFP as Section B, Scope of Work. The selected Proposer(s) would be paid a fixed price on rate.

A.1.13 PROPOSED AGREEMENT

The successful Proposer will be subject to the provisions contained in Section C, Sample Standard Services Agreement and the General Conditions, and Section D, Federal Requirements (where the individually awarded contract is federally funded) included in this RFP, and this includes any changes that may be made to reflect the terms of the successful Proposer's proposal. The final Agreement shall also incorporate other pertinent terms and conditions set forth in this RFP.

The Proposer's attention is directed to Section C.2.2, titled "**Insurance**," which specifies the minimum insurance requirements that must be met by the successful Proposer. The Proposer is required to provide evidence of their ability to acquire the required insurance with their proposal. Should the Proposer be unable to provide evidence of insurance within fourteen (14) days after notification of award by MTS, award may be made to an alternative Proposer. (**See Section G for Sample Insurance Certificate**)

The Proposers inability or unwillingness to meet any requirements set forth in Section C, as a condition of contract award, must be stated as an exception in the proposal.

A.1.14 PROTESTS

Any protests by an interested party regarding this procurement shall be made in accordance with protest procedure of the MTS:

1. Protests Based on Content of Procurement Solicitation

Protests based on the content of the procurement solicitation, must be in writing and received by MTS within ten (10) calendar days after the first advertisement of the RFP. The Chief Executive Officer or his designee, will notify all Proposers that a protest has been filed, and will issue a written decision on the protest prior to the due date. A protest may be renewed by refiling the protest with MTS within fifteen (15) calendar days from the postmark date of the Notice of Intent to Award.

2. Protests Received After Proposal Due Date

MTS will evaluate all proposals and determine the best-qualified proposers. A Notice of Intent to Award will be mailed to all proposers. Any protest to the notice must be in writing and received by MTS within fifteen (15) calendar days from the postmark date of the notice.

3. Protest Contents

The protestor must demonstrate or establish a clear violation of a specific law or regulation, e.g., a violation of the prohibition against exclusionary, or unduly restrictive specifications. The protest must contain a full and complete written statement of the grounds for protest and all supporting documentation. MTS may, but is not obligated to, request additional information concerning the grounds for protest.

4. Replies to Protests

MTS' Protest Committee will review all protests as soon as possible. All material submitted by the protestor will be considered. Such material will not be withheld from any interested party outside of MTS or any agency, which may be involved with the procurement except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary material, which should be withheld, a statement advising of this fact may be affixed to the front page of the protest document and alleged proprietary information shall be so identified wherever it appears.

MTS' Protest Committee will reply to all protests in writing with its determination.

5. Request for Protest Reconsideration

Upon receipt of MTS' decision, the protestor may file a Request for Protest Reconsideration. A Request for Protest Reconsideration must be directed to the Chief Executive Officer in writing and received within five (5) full working days from the postmark date of the reply from MTS. The Chief Executive Officer shall respond to the protest in writing with his or her determination.

All protests shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest. Protestors shall have an opportunity to appear and be heard before the Board prior to the opening of the procurement solicitation, in the case of protests based on the content of the procurement solicitation or prior to final award, in the case of protests based on other grounds or the renewal of protests based on the content of the procurement solicitation. A request for an Administrative Hearing regarding a protest shall be in writing and directed to the General Counsel. A request for an Administrative Hearing shall be received within five (5) business days of the Chief Executive Officer's written decision.

The decision of the protest by the Board shall be in writing, and constitutes a final administrative decision for purposes of judicial review pursuant to Section 1094.6 of the Code of Civil Procedure.

6. FTA Review of Protests

A. Review of Protests

1. FTA will only review protests regarding the alleged failure of the subgrantee to have written protest procedures or alleged failure to follow such procedures.
2. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific federal requirement that provides an applicable complaint procedure, shall be submitted and processed in accordance with that federal regulation. See, e.g., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 23.73.

3. FTA will only review protests submitted by an interested party as defined in paragraph C, below.

B. Remedy

FTA's remedy for a subgrantee's failure to have written protest procedures or failure to follow such procedure is limited to requiring the subgrantee to develop such procedures, if necessary, and follow such procedures in reviewing the protest at issue, if the subgrantee desires FTA financial participation in the contract in question. In instances where a grantee has awarded to another Proposer prior to FTA's decision on the protest, FTA may refuse to participate in funding the contract.

C. Definitions

For the purposes of this Section the following definitions apply:

1. "Days" refers to working days of the Federal Government.
2. "File" or "Submit" refers to the date of receipt by FTA.
3. "Interested party" means an actual or prospective Proposer whose direct economic interest would be affected by the award of the contract or by failure to award the contract.
4. "Proposal" includes the term "offer" or "proposal" as used in the context of negotiated procurements.

D. Time for Filing

1. Protestors shall file a protest with the FTA not later than five (5) days after a final decision is rendered under the subgrantee's protest procedure. In instances where the protestor alleges that the subgrantee failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) days after the protestor knew or should have known of the subgrantee's failure to render a final determination on the protest.
2. Subgrantees shall not award a contract for five (5) days following its decision on a Proposal protest except in accordance with the provisions and limitations of subparagraph H. After five (5) days, the subgrantee shall confirm with the FTA that the FTA has not received a protest on the contract in question.

E. Submission of Protest to the FTA

1. Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to the subgrantee.
2. The protest filed with the FTA shall:
 - (a) Include the name and address of the protestor.
 - (b) Identify the subgrantee, project number, and the number of the contract solicitation.

- (c) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
- (d) Include a copy of the local protest filed with the subgrantee and a copy of the subgrantee's decision, if any.

F. Grantee Response

1. FTA shall notify the subgrantee in a timely manner of the receipt of a protest. FTA shall instruct the subgrantee to notify the protestor of the protest if award has been made or, if no award has been made, to notify all interested parties. The subgrantee shall notify all who receive such notice that they may communicate further directly with the FTA.
2. The subgrantee shall submit the following information not later than ten (10) days after receipt of notification by FTA of the protest:
 - (a) a copy of the subgrantee's protest procedure;
 - (b) a description of the process followed concerning the protestor's protest; and
 - (c) any supporting documentation.
3. The subgrantee shall provide the protestor with a copy of the above submission.

G. Protestor Comments. The protestor must submit any comments on the subgrantee's submission not later than ten (10) days after the protestor's receipt of the subgrantee's submission.

H. Withholding of Award. When a protest has been timely filed with the subgrantee before award, the subgrantee shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless the subgrantee determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.

In the event that the subgrantee determines that the award is to be made during the five (5) day period following the local protest decision or the pendency of a protest, the subgrantee shall notify the FTA prior to making such award. FTA will not review the sufficiency of the subgrantee's determination to award during the pendency of a protest prior to FTA's Proposal protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

- I. FTA Action. Upon receipt of the submissions, FTA will either request further information or a conference among the parties, or will render a decision on the protest.

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

A.1.15 DISPUTES, CLAIMS, AND RESOLUTION

MTS and the Contractor agree that every effort shall be made to resolve any dispute arising under this agreement informally through their designated representatives. If the informal efforts are unsuccessful, then either party may request mediation by submitting a written request signed by an officer with the authority to bind the Contractor or MTS. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within fifteen (15) business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be borne by the requesting party. Any dispute not resolved through the mediation may proceed to litigation in a court of competent jurisdiction in the County of San Diego, State of California, unless the parties agree in writing to submit the dispute to binding arbitration.

Should the Contractor suffer any injury or damage to person or property because of any alleged act or omission of MTS, or if any of Contractor's employees, agents, or others for whose acts the Contractor is legally liable suffers any injury or damages to person or property because of any alleged act or omission of MTS, a written claim for damages shall be filed with the MTS Office of General Counsel in accordance with the provisions of California Government Code Section 800 et seq.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder, 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 MTS or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed to in writing.

A.1.16 CHANGES

1. Pre-Award

Prior to award of a contract, the Scope of Work, Technical Specifications, Addenda, Sample Standard Procurement Agreement, Federal Requirements, forms, and all certification documents of this RFP constitute the potential contract. Any requests to change these must be submitted in writing to MTS. All changes to this RFP will be made by written addendum. ***There will be no oral changes - oral communications are not binding.***

MTS's Procurement Department reserves the right to change or cancel the Proposal due date for its own convenience.

2. Post-Award

Upon contract award, the RFP in its entirety, all addenda, MTS's response to questions/clarifications, the final proposal determined to be the most advantageous to MTS, and the Standard Procurement Agreement and conditions constitute the contract. Changes to the contract shall be conducted as follows:

- a. Changes by Proposer(s): Proposed changes must be submitted in writing to the Contracting Officer for prior approval. The request must state the reason, any possible changes to the project schedule, and any impacts to the cost of the project.

The Contract Officer shall respond in writing to the proposed change. All approved changes shall be confirmed by written addendum or change order. Oral changes are not permitted or binding. The Proposer shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered or approved by written modification to the contract. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract dispute clause herein.

- b. Changes by MTS: In the event that work, materials, or equipment shall be required that are not specified, indicated, or otherwise provided for herein, the Proposer shall, if ordered in writing by the Chief Executive Officer or his designee, perform such work and furnish such materials or equipment at the Contractor's normal prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges less customary discount, or both.

If any work, materials, or equipment specified, indicated or otherwise provided for in the contract or in the specifications forming a part of the contract, is required to be omitted from, in, or about the work, the Proposer shall, if ordered by the Chief Executive Officer or his designee, omit the performance of such work and the furnishing of such materials or equipment. There shall be deducted from the amount to be paid to the Proposer an amount, which the Chief Executive Officer or his designee, and the Proposer shall determine and mutually agree to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Proposer.

It is understood, however, that the amount of work, materials, or equipment required by the contract shall not, in accordance with above provisions referring to additions or omissions, be so increased or diminished as to substantially alter the general character or extent of the contract.

A.1.17 TERMINATION FOR CONVENIENCE

Performance under this agreement may be terminated by MTS in accordance with this clause in whole or, from time-to-time, in part, whenever MTS shall elect. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance under this agreement is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

- A. immediately discontinue performance on the date and to the extent specified in the notice;
- B. place no further orders for materials other than as may be necessarily required for completion of such portion of the agreement that is not terminated;
- C. promptly make every reasonable effort to either obtain cancellation on terms satisfactory to MTS of all orders to Contractor's suppliers to the extent they relate to the performance of that portion terminated, or upon MTS concurrence assign to MTS those orders; and
- D. assist MTS, upon request, in the maintenance, protection and disposition of property acquired by MTS under this agreement.

If claimed in writing within thirty (30) calendar days after Notice of Termination, MTS will pay to Contractor an equitable adjustment to include (without duplication of any item):

- A. all amounts due and not previously paid to Contractor for goods completed in accordance with this agreement prior to such notice;
- B. a reasonable amount for any goods and materials then in production; provided that no such adjustment be made in favor of Contractor with respect to any goods which are Contractor's standard stock;
- C. costs of settling and paying supplier's claim arising out of the canceled orders; and
- D. a reasonable profit for costs incurred in the performance of that portion terminated; provided, however, that if it appears that Contractor would have sustained a loss on the entire agreement had it been completed, no profit shall be included.

The total sum to be paid to Contractor under this clause, shall not exceed the total order price as reduced by the amount of payments otherwise made, and as further reduced by the order price of that portion not terminated, and will not include any consideration for loss of anticipated profits on the terminated portion all claims for which seller agrees to waive.

A.1.18 TERMINATION FOR DEFAULT

In case of Contractor breach or failure to perform, MTS reserves the right to terminate the contract for default. MTS may award the contract to the next lowest responsive, responsible Proposer, solicit new bids, or pursue any other remedy authorized by law.

In addition to any remedy authorized by law, money due to the Contractor under and by virtue of contract, as shall be considered necessary by MTS, may be retained by MTS until disposition has been made of such suits or claims for damages. The retention of money due to the Contractor shall be subject to the following:

- A. MTS will give the Contractor ten (10) days notice of its intention to retain funds from any partial payment, which may become due to the Contractor prior to acceptance by MTS of the contract. Retention of funds from any payment made after acceptance may be made without such prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments.
- C. If MTS has retained funds, and it is subsequently determined that MTS is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, MTS shall be liable for interest earned on the amount retained for the period of such retention.

MTS may terminate the contract by serving a notice of termination on the Contractor. Notice shall set forth the manner in which the Contractor is in default, and provide the Contractor with ten (10) days time to cure the default to the satisfaction of MTS. This cure period may be adjusted if the parties so agree in writing. If MTS determines after the cure period that the default is not cured, MTS will issue a "show cause" letter to the Contractor requesting from the Contractor reasons why this contract should not be terminated. If MTS does not find that the Contractor has demonstrated sufficient reason for its failure to cure, the contract shall be deemed terminated. The Contractor shall only be paid the contract price for supplies received and accepted, or services performed in accordance with the manner set forth in the contract. If MTS determines that the Contractor had an excusable reason for not performing such as a strike, fire, flood, or other events, which are not the fault of, or beyond the control of the Contractor, MTS may allow the Contractor to continue work or terminate the contract for convenience.

A.1.19 ASSIGNABILITY

This contract is assignable, in whole or in part, to any other government agency, including the North County Transit District and/or the San Diego Association of Governments and/or the Metropolitan Transit System. The party wishing to exercise the assignment (also known as a "piggyback") shall perform an independent cost estimate to determine fair and reasonable pricing and shall enter into its own contract with the vendor based upon the terms and conditions of this Request for Proposal. Any assignment or piggyback shall comply with Federal Transit Administration requirements if applicable. MTS shall have no responsibility or liability for any such assignment or piggyback.

A.2 PROPOSAL CONTENT, REQUIREMENTS, AND FORMAT

A.2.1 PRESENTATION

Proposals shall be typed, double-spaced, and submitted on 8½"x11" paper using a single method of fastening. Proposals should be typed and not include any unnecessarily elaborate or promotional materials. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed one hundred (100) pages in length, excluding any appendices. Appendices should provide information relevant to the proposal and not consist of the Proposer's general marketing materials.

A.2.2 LETTER OF TRANSMITTAL

The Letter of Transmittal shall be addressed to John Miller, Contract Officer, MTS Procurement Department, and must, at a minimum, contain the following:

Identification of Proposer, including name, address, and telephone number.

- a. Proposed working relationship between Proposer and subcontractors, if applicable.
- b. Acknowledgment of receipt of all RFP addenda, if any. Please use MTS Addenda Acknowledgement Form provided (Section F).
- c. Name, title, address, and telephone number of contact person during period of proposal evaluation.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than sixty (60) days from the date of submittal.
- e. Signature of a person authorized to bind Proposer to the terms of the proposal.

A.2.3 TECHNICAL PROPOSAL

a. Qualifications, Related Experience, and References of Proposer

This section of the proposal should establish the ability of the Proposal to satisfactorily perform the services by reasons of:

- Experience in performing work of a similar nature;
- Demonstrated competence in the services to be provided;
- Strength and stability of the firm;
- Staffing capability;
- Workload;
- Record of meeting performance standards on similar agreements; and
- Supportive client references.

Particular attention should be given to Section B, Scope of Work, to ensure the Proposer's ability to fulfill all requirements is demonstrated in its submittal. Proposers must identify the service category(ies) to which their proposal applies. For each category, demonstrate that you (and other personnel or subcontractors that will be performing the work, if applicable) are qualified to perform the pertinent responsibilities described in the attached Scope of Work. Qualifications are demonstrated by the following:

Proposer shall:

- (1) Provide a brief profile of the individual or firm, identify the types of services offered as described in each category outlined in the scope of work; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees. The Proposer must provide the number of years of experience for each area of service they identify.
- (2) Provide a general description of the individual or firm's financial condition and identify any conditions; e.g., bankruptcy, pending litigation, planned office closures, impending merger, which may impede Proposer's ability to provide services. Also, in addition to the "Offeror's Financial Questionnaire" form (Appendix C), the Offeror shall provide a statement or evidence their firm is financially stable. This information can include, but is not limited to, recent audits or statement/balance sheets.
- (3) Provide a complete list of similar service contracts currently awarded to the individual or firm by MTS or any other public agency. This list shall include an accurate contact name and telephone number for each contract listed, including the present status of each contract. Any requests for a conflicts waiver must be submitted with your proposal.
- (4) Describe the firm's experience in performing like services of a similar nature for public transportation agencies, municipalities, or other government agencies. Include, at a minimum, the name of the contracting agency, type of services provided, the contract period, and the name, address, and telephone number of a contact person. Highlight the participation in such work by the key personnel proposed for assignment to the services described in this RFP. Describe your experience in working with the various government agencies identified in this RFP.
- (5) Identify subcontractors by name, address, contact person, telephone number, and project function. Describe Proposer's experience working with each subcontractor. Describe role of proposed subcontractor.
- (6) Provide as a minimum three (3) references for projects cited as related experience, and furnish the name, title, address, and telephone number of the person(s) at the organization who is most knowledgeable about the services performed. Proposer may also supply references from other work not cited in this section as related experience. Proposer should ensure contact names/telephone numbers are accurate; inaccurate references may be a factor in the overall evaluation of the proposal. Each reference must specifically address start/end dates of the project and services provided that should be correlated with the requirements of this RFP. MTS reserves the right to contact any and all clients or agencies listed as part of the reference verification.

b. Proposed Staffing, Firm Organization, and Management Plan

This section of the proposal should establish the method that will be used by the Proposer to manage the proposed services offered as well as identify key personnel assigned.

Proposer shall:

- (1) Provide education, experience, course work, training, special qualifications, and applicable professional credentials of proposed staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed responsible management and all key staff or personnel that will be assigned to MTS's management services contract. The ability of the management team to respond immediately to issues relating to the service proposed. The Proposer should demonstrate how this requirement will be fulfilled and should indicate the percentage of time each individual will be dedicated to MTS projects.
- (3) Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services.
- (4) Include a firm organization chart, which clearly delineates communication/ reporting relationships among the proposed staff, the subcontractors, and their assigned tasks in relation to MTS service requirements on the project.
- (5) Include a statement that key personnel proposed will be available to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written concurrence of MTS.
- (6) Describe the process the firm will use to attract qualified personnel and office staff. Describe the firm's participation in their staffs continued education and training. Also describe the firm's drug and alcohol testing procedures and policy.

c. Work Plan

Proposer shall provide a narrative that addresses the services they are proposing as outlined in the MTS Scope of Work. The narrative should show the Proposer's understanding of MTS's needs and requirements. Throughout the narrative, Proposer will include references for each area of services they are proposing. This section should also address Proposer's plan to fulfill its obligations for the services.

Proposer shall:

(1) Records Retention

Proposers should discuss the process used to establish and maintain MTS's data collected or generated while performing the services. The processes used to ensure confidentiality and the storage terms, where applicable.

(2) Insurance

Submit a statement or provide proof that the required insurance coverage contained in the Proposed Agreement can be obtained by the firm. Should Proposer be unable to provide evidence of insurability, MTS may remove that Proposer's proposal from consideration.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Proposer wishes to propose alternative approaches to meeting MTS's technical or contractual requirements, these should be thoroughly explained.

Proposer may also propose procedural or technical enhancements/innovations to the Scope of Work, which do not materially deviate from the objectives or required content of the project.

A.2.4 COST AND PRICE PROPOSAL – A Pricing/Cost Form is provided in Section B of this RFP.

MTS intends to award a firm fixed-priced contract to the responsible Proposer whose proposal represents the best overall value, pricing and other factors considered. As part of their cost and price proposal, the Proposer shall submit proposed pricing for the products and services they have proposed as a solution to the Agency requirements as described in Section B, Scope of Work. The total duration of this contract will include one (1) base period with three (3) one-year options. All costs reoccurring and otherwise must be included. The Agency will not pay any fees beyond those outlined in the successful Proposer's response to this RFP. The cost and price proposals should be brief, concise, and in letter format. Although no page limitation will be imposed, clarity and terse expression are essential and will be considered in assessing the Proposer's capabilities. The Agency has found that discussion length has no bearing on the Proposer's understanding or technical abilities.

Cost proposals shall be submitted on forms provided "Cost and Pricing Forms," Section B.3. The unit prices shall be firm-fixed-prices for the products and services being proposed.

Your Cost and Price Proposals are to be provided in a separate, sealed envelope.

A.2.5 APPENDICES

Information considered by Proposer to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate attachment section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

A.2.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS – SECTION D

Each awarded contract may be a covered transaction for purposes of 49 C.F.R. Part 29 in the event that federal funding is utilized for payment by MTS. As such, the successful Proposer or Proposer is required to verify that the Proposer or Proposer, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are not excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.

The successful Proposer is required to comply with 49 C.F.R. 29, Subpart C, and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower-tier covered transaction it enters into.

By signing and submitting its proposal, the successful Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by MTS. If it is later determined that the successful Proposer knowingly rendered an erroneous certification, in addition to remedies available to MTS, the Federal Government may pursue available remedies,

including, but not limited to, suspension and/or debarment. The successful Proposer agrees to comply with the requirements of 49 C.F.R. 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The successful Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

- Submission Requirements

Each Proposer shall complete the certification, "Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters," included in this RFP for itself and its principals and submit this certification with its proposal. Failure to do so may result in rejection of the proposal.

A.2.7 RESTRICTIONS OF LOBBYING – SECTION D

As a recipient of federal funds, MTS is required to certify compliance with the influencing restrictions and efforts of Proposer to influence federal officials regarding specific procurements in excess of \$100,000 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes the following: a certification form entitled "Certification of Restrictions on Lobbying," the Office of Management and Budget (OMB) Standard Form LLL entitled "Disclosure of Lobbying Activities," and a document entitled "Limitation on Payments to Influence Certain Federal Transactions."

The Proposer to this solicitation will be required to complete and submit to MTS the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying efforts took place – see Section D.1. If the successful Proposer did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to MTS. This form should be completed and submitted with the proposal. Failure to provide the completed and signed forms will result in the proposal removal from consideration.

A.2.8 DRUG AND ALCOHOL TESTING

Pursuant to the rules and regulations of the Department of Transportation, Contractor will be required to comply with all applicable drug and alcohol testing requirements, including the amendments to 49 C.F.R. parts 655.

As a condition of this contract, the following are the Contractor's Drug and Alcohol Testing Obligations:

- A. Contractors Certification: Contractor certifies that it will comply with all applicable drug and alcohol testing requirements provided by law, including, but not limited to, the drug and alcohol testing requirements set forth in the Department of Transportation's regulations.
- B. Indemnification of MTS: Contractor agrees to indemnify, defend and hold harmless MTS, SDTI and SDTC and their directors, employees and agents from and against any loss, damage, expense and liability that MTS, SDTI or SDTC may incur as a result of Contractor's failure to comply with any applicable drug and alcohol testing obligations.
- C. Survival of MTS's Indemnification Rights: The rights and obligations contained in "B" (Indemnification of MTS) will survive any termination or expiration of this Agreement.
- D. Failure to Comply with Drug and Alcohol Testing Obligations May Result in Termination of Contract. If, at any time during the period of this Agreement, Contractor fails to comply with any applicable drug and alcohol testing requirements, MTS will consider such failure a material breach of this Agreement, and MTS may terminate this Agreement immediately.

A.2.9 STATUS OF CURRENT AND PAST CONTRACTS

"Status of Current and Past Contracts," Proposer shall list the status of current and past contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years. A separate form must be completed for each contract. Proposer shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. If Proposer is no longer providing service to the public agency, Proposer is to identify if a new contract was awarded to a different firm through the procurement process, or if the contract was terminated by either public agency or by the contractor for cause or convenience. If the contract was terminated, list the reason for termination. Proposer must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Proposer confirming that the information provided is true and accurate. Form located on Page 50.

A.3. EVALUATION AND AWARD

A.3.1 EVALUATION CRITERIA

MTS will evaluate the offers received based on the following criteria:

1. Pass/Fail Criteria
 - a. Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability should be attached to your proposal. (P/F)
 - b. Proposer has demonstrated at least five (5) years of relevant experience. Experience is relevant if it falls within a category in the Scope of Work. (P/F)
 - c. Proposer has demonstrated previous experience working for or with public agencies, transit entities, or corporations. (P/F)

If the Proposer does not meet any of the criteria mentioned above, their proposal may not be considered for evaluation:

2. Qualifications of the Firm or Individual **30%**

Technical experience in performing work on services of a similar nature; experience working with public agencies; strength and stability of the firm or management personnel; strength, stability, experience, and technical competence of subcontractors; assessment by client references; references with demonstrated success in providing similar services.
3. Staffing, Firm Organization, and Management Plan **10%**

Qualifications of proposed staff, particularly key personal and the responsible management; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of firm organization; adequacy of labor commitment. Your response should also include your procedures for delegating work and the types of work given to support staff and associates in order to provide cost-effective services to MTS.
4. Work Plan **10%**

Depth of Proposer's understanding of MTS's requirements as set forth in Section B, Scope of Work, and within this RFP; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services proposed; methods or processes used for data retention and confidentiality; evidence of insurability.
5. Cost and Price **50%**

The reasonableness of the total cost proposal and the competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of unit price; basis on which prices are quoted.

A.3.2 EVALUATION PROCEDURE

MTS uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to MTS.

An evaluation committee will be appointed to review all proposals received. The committee will be comprised of MTS staff and may include outside personnel. The committee members will evaluate each proposal using the pass or fail criteria identified in Section A.3.1. Proposers who pass all of the categories of the pass or fail criteria will continue with the evaluation process.

The committee will first evaluate the technical proposals of each firm. The technical proposals will be evaluated and scored by each member of the committee without influence of price. The committee will then open the cost and price proposals from each firm and evaluate and score them accordingly. During the initial evaluation process, the committee may or may not contact any or all of the firms with specific questions or requests for clarification. After both the technical and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals or firms within a competitive range will be developed based upon the total comprehensive scores of each committee member. At this time, the committee may decide that the evaluation process is complete and final.

If the committee has determined that it is necessary, it may then conduct interviews and negotiations with firms within the established competitive range. MTS has established the week of January 25, 2010 to conduct interviews and negotiations if needed. All prospective Proposers are asked to keep these date(s) available. No other interview dates will be provided; therefore, if a Proposer is unable to attend one of these dates, their proposal may be eliminated from further consideration. The interview may consist of a short presentation by the Proposer after which MTS may ask questions and/or request clarification related to any part of the firm's proposal and qualifications. MTS may also enter into negotiations with the Proposer.

If interviews and negotiations have been conducted and they have concluded, the evaluation committee may choose to proceed with one of the following processes:

- A. The committee may find it necessary to allow its members to rescore the proposals a second time in light of information gained during the interview and negotiation process. The proposals will be scored in the same manner as the original proposals.
- B. The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals for resubmission. A deadline will be set for submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise their proposal, their existing proposal will be rescored along with revised proposals in the same manner as the original proposals. (Both Options A and B may result in a new ranking and competitive range.)
- C. The committee may also elect to bypass both Options A and B, and move forward to Best and Final Offers (BAFO).

Proposers remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated. The BAFO's will be scored in the same manner as the original proposals.

After the BAFO's are evaluated and scored, the evaluation committee may recommend to the Chief Executive Officer, a proposal with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) are most advantageous to MTS. The Chief Executive Officer will review the evaluation committee's recommendation and may enter into further negotiations with the Proposer(s) or forward its decision to the full Board of Directors for final action.

A.3.3 AWARD AND EXECUTION

The evaluation committee will evaluate the proposals received and will submit (with approval of the Chief Executive Officer) the proposal considered to be the most advantageous to MTS's Board of Directors for consideration and approval. MTS may also negotiate contract terms with the selected Proposer prior to award and expressly reserves the right to negotiate with several Proposers simultaneously, and to award contracts to multiple Proposers offering the most favorable terms to MTS.

MTS reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposers as MTS may deem to be in its best interest. In addition, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

Prior to award of the contract, the selected firm may be required to submit to a pre-award audit of their financial records to confirm claims of financial stability and ascertain the capacity of the firm's accounting system responsibilities for administering the Agreement.

A.3.4 NOTIFICATION OF INTENT TO AWARD AND DEBRIEFING

Proposers who submit a proposal in response to this RFP, shall be notified of MTS's intent to award the Contractor. Any protest with this notice must comply with Section A.1.14 - Protest (See Section A.1.14). Proposers who were not awarded the contract, may obtain a prompt explanation concerning the strengths and weaknesses of their proposal, after MTS awards the contract and it is executed by the successful Proposer. Unsuccessful Proposers who wish to be debriefed, must request the debriefing in writing or electronic mail, and MTS must receive it no later than within three (3) days after of the award date.

A.4 SUBMISSION INFORMATION

IMPORTANT!!!

The following forms/information are required to be submitted with your proposal as a matter of responsiveness. If they are not submitted, properly completed, your proposal may be determined nonresponsive. Remember, all proposals (and accompanying information) must be originals, signed, sealed, and received by MTS Procurement Department prior to the scheduled time and date. No faxed proposals will be accepted.

A. MINIMUM TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Cost/Pricing Proposal Forms – Page(s): 45 to 49

B. STANDARD CONDITIONS

Certificate of Compliance with MTS Equal Opportunity Program Form – Page 67

C. FEDERAL REQUIREMENTS

Forms - Pages 85 to 94

D. PROPOSAL FORMS

Forms - Pages 96 to 104

E. ACKNOWLEDGMENT OF ADDENDA & BUSINESS LICENSE REQUIREMENTS

Form - Page 106

The following forms/information will be required before a contract will be signed. The successful Proposer must be able to submit this information in a timely manner upon request:

1. CONTRACTORS ENVIRONMENTAL, SAFETY & HEALTH REQUIREMENTS

Form - Pages 102

2. INSURANCE REQUIREMENTS

See Standard Conditions – Section C.2.2, Page 55 and Sample Insurance Certificate(s) – Section G.

SECTION B

	<u>PAGE</u>
B.1 <u>SCOPE OF WORK</u>.....	35-39
B.2 <u>TECHNICAL SPECIFICATIONS</u>.....	40-44
B.3 <u>COST/PRICING FORMS</u>.....	45-49
• Status of Current of Past Contracts Form.....	50
• Designation of Experience Form.....	51
• Proposal Certification Form.....	52

B.1 SCOPE OF WORK

Mobile On Board Video Surveillance Systems (OBVSS) For Transit Buses

SECTION 1

The San Diego Metropolitan Transit System Bus Operations (MTS) is seeking proposals from qualified firms with experience in providing and installing Mobile On-Board Video Surveillance Systems (OBVSS) on transit buses, to include, but not limited to, the installation and induction of OBVSS equipment, software and services. Firms interested in submitting proposals must have installations of their systems in a comparable size fleet to MTS and systems must have at least a year in service. Qualified firms must also supply a list of transit bus projects completed in the last two years, along with current references and contact information from those respective transit properties. If interested in submitting a proposal, it is strongly suggested that a firm's representative attend a pre-proposal information meeting, which shall include an inspection of MTS vehicles. For information regarding pre-proposal meeting contact John Miller at (619) 557-4580, or by email at john.miller@sdmts.com.

B.1.0 GENERAL INFORMATION

The MTS was formed to serve the public transportation needs of San Diego County and surrounding areas. The MTS Bus Operations consists of five (5) operating divisions:

- Imperial Avenue Division (IAD) at 100 16th St., San Diego, CA 92101.
- Kearny Mesa Division (KMD) at 4630 Ruffner St., San Diego, CA 92111.
- South Bay Maintenance Facility (SBMF) at 3650A Main St., Chula Vista, CA 92010.
- East County Maintenance Facility (ECMF) at 1213 N. Johnson Ave, El Cajon, CA 92020.
- Chula Vista Transit Facility (CVT) at 1800 Maxwell Road, Chula Vista, CA 91911.

Each operating division is responsible for housing a fleet of fixed route transit buses. The following information contains the fleet size for each operating division:

- IAD operates a fleet of approximately 145 buses.
- KMD operates a fleet of approximately 101 buses.
- SBFM operates a fleet of approximately 164 buses.
- ECMF operates a fleet of approximately 83 buses.
- CVT operates a fleet of approximately 40 buses.

The MTS bus fleet is comprised of a mix of 29, 30, 32, 35, 40, 45 and 60 foot transit buses manufactured by Eldorado National, New Flyer Industries, Bluebird and North American Bus Industries. For a complete detailed breakdown of the MTS fleet see Appendix A.

MTS recognizes that on-board safety for passengers and drivers could be enhanced by digitally recorded video documentation of activities inside and outside the vehicles and as an approach to risk management in investigating on-board accidents and injuries. MTS plans to purchase, install, and integrate an OBVSS on board all of its fleets. Only model year 2000 and newer transit buses will be outfitted with OBVSS.

The video surveillance system MTS is seeking to procure is intended, but not limited to, monitoring the following activities of passengers and drivers on-board a transit vehicle:

1. Monitor passengers as they board and dismount through the stairwells and wheelchair lifts.
2. Monitor traffic through the windshield.
3. Allow voice recording.
4. Allow user to prevent deletion of certain portions of the data.
5. Allow user to review and playback saved images.
6. Ability to support wireless live feed.
7. Provide a useable record of the images and audio in both daylight and darkness.

B.1.1 SCOPE

MTS requires contractor support to provide and install new OBVSS that will be compatible with the existing OBVSS currently installed on one hundred fifty two (152) – forty (40') foot buses in the MTS fleet. The existing OBVSS were purchased and installed between October 2007 and December 2008. In preparing proposals, potential contractors are asked to keep in mind that, to the fullest extent possible, utilization of the existing OBVSS hardware and equipment is a priority to MTS. Potential contractors should take every feasible option into consideration to use as much of the existing equipment as possible in order to develop a single integrated system compatible with existing and future OBVSS's.

Camera Requirements:

- 29', 30', and 32' buses would require a minimum of six (6) cameras.
- 35' and 40' buses would require a minimum of seven (7) cameras.
- 45' buses would require a minimum of eight (8) cameras.
- 60' buses would require a minimum of nine (9) cameras.

MTS intends to have a service agreement with the contractor, to include, warranty coverage for the one hundred fifty two (152) upgraded and/or modified OBVSS, as well as, all new installs. All completed installs, whether new, upgraded or modification of an existing system shall provide automatic wireless downloading of video and/or health report to a single garage management network. The single garage management networks will be located at IAD and SBMF. The IAD network will support wireless downloading for the IAD and KMD fleet. The SBMF network will support wireless downloading for the SBMF, CVT, and ECMF fleet.

All cameras shall be color cameras and all cameras in particular those installed to exterior locations or for exterior views, shall be capable of capturing video in very low light conditions. Precise location of these cameras shall be determined after any award of a contract; however, drawings showing anticipated placement of cameras for forty (40') foot and sixty (60') foot vehicles are included here in as Appendix B.

All OBVSS shall have the capability to support wireless live-feed for real time monitoring of onboard activities by law enforcement and/or transit supervisory personnel from a remote vehicle. This assumes the vehicle being viewed to be in close proximity to the patrol vehicle.

MTS also desires a system that can record audio in the vicinity of the bus operator, as well as, tag events based on a minimum of three discrete signals which include:

- Operator emergency switch.
- Operator event switch.
- Three axis inertia/impact sensor.

The operator emergency switch (silent alarm) is existing in every MTS vehicle, while event switch and inertia sensor shall be provided and installed by the contractor.

To accommodate the availability of funding, this project will include a base period and three (3) one (1) year options. The work to be provided during the base period will be broken out into the following two phases:

1. Phase I

Phase I will be considered the "test phase". MTS will issue a Limited Notice to Proceed (LNTP) to the successful contractor for the work identified in Phase I. Phase I work will include the installation and/or modification of four (4) complete OBVSS's as follows:

- A. OBVSS's shall be installed in two (2) buses with existing camera systems and two (2) buses without existing camera systems at the IAD location. These four (4) initial installs will be evaluated to determine functionality/compatibility between the upgraded/modified system and the new system and to ensure the OBVSS's meet the performance and technical specifications annotated in Section B.1 and Section B.2 of this RFP.
- B. The Contractor shall have ten (10) calendar days from the notice to proceed, or otherwise agreed to between MTS and the Contractor, to install and modify the OBVSS's in the four (4) buses identified above.
- C. Phase I testing will begin at the conclusion of the ten (10) day installation period.
- D. Acceptance of Phase I will consist of forty-five (45) consecutive calendar days of continuous operation without any system failures.
- E. Failures shall be defined as complete system failures that include DVR failure, hard drive failure, software failure, or any other equipment/installation failure that precludes the system from operating in its intended purpose.
- F. The failure of a single camera or bad connection shall not be ruled a system failure provided the contractor makes repairs within forty-eight (48) hours and no more than two (2) occurrences take place during the forty-five (45) day testing period.
- G. All failures will be checked and inspected by the contractor, accompanied by MTS Quality Assurance personnel to determine if an actual system failure occurred.
- H. If a system failure occurs, the forty-five (45) day "test window" will reset to day one.
- I. The total duration of the Phase I testing period shall not exceed one-hundred twenty (120) calendar days.
- J. If the Contractor is unable to maintain forty-five (45) days of continuous operation during the Phase I "testing period", MTS will consider, at its sole discretion, the option to terminate the contract for convenience at no cost to either party.

2. Phase II

Phase II will not begin until after acceptance of the Phase I systems. Upon successful completion of Phase I, MTS will issue the successful contractor a Notice to Proceed (NTP) for the remaining work identified in Phase II. Phase II will include the upgrade and/or modification of up to one hundred fifty two (152) existing/remaining OBVSS in the forty (40') foot buses from the IAD, KMD and SBMF operating divisions. Phase II shall also include the installation of up to ninety two (92) new OBVSS on buses at the IAD and KMD operating divisions, thirty-nine (39) of these buses are sixty (60') feet articulated buses and the remaining fifty-three (53) are forty (40') foot buses.

Phase II shall also include the installation and induction of a garage management network capable of automatic wireless downloading of video from both IAD and KMD vehicles to a single server at IAD from both the new and upgraded/modified systems. Phase II shall also include the acquisition of spare parts, equipment, and training associated with the on going operation of the systems within the MTS organization.

Acceptance of the Phase II System's will be in accordance to the time lines stipulated in Phase I, Paragraphs D through H above.

3. Options

In addition to the base period (Phase I and II), this project will also include three (3) one-year options exercisable at MTS's discretion. The first option may be exercised following the successful completion and acceptance of the requirements outlined in Phase II stated above. The following is the contract period of performance:

- Base Period: May 1, 2010 – December 31, 2010
- Option Year 1: January 1, 2011 – December 31, 2011
- Option Year 2: January 1, 2012 – December 31, 2012
- Option Year 3: January 1, 2013 – December 31, 2013

MTS will notify the successful contractor in writing of their intent to exercise an option thirty days in advance of the contract expiration. The total options, if exercised, will be for up to three hundred (300) OBVSS's over the three year period. The following is the schedule for the optional OBVSS's:

- Option Year 1: Up to one hundred (100) new OBVSS to include installation of a garage management network capable of provide automatic wireless downloading of video from the entire fleets at SBMF, CVT, and ECMF to a single server located at SBMF.
- Option Year 2: Up to one hundred (100) New OBVSS.
- Option Year 3: Up to one hundred (100) New OBVSS.

Each option year exercised shall also include the acquisition of spare parts, equipment, and training associated with the on-going operation of the systems within the MTS organization. Acceptance of these systems shall be in accordance to the time lines stipulated in Phase I, Paragraphs D through H above.

4. Pricing Forms and Basis of Award

Pricing forms have been developed by MTS for cost comparison. Your pricing must be submitted on these forms. If you fail to use the MTS Pricing Forms your proposal will be found non-responsive. The form will provide a space to price taxable items (hardware, software, and materials) and non-taxable items (labor, i.e. installation and training) related to the installation of each OBVSS, the garage management networks and their operation. The price forms will correlate with each phase and option.

5. Payment Terms

Payment terms will commence after the acceptance of each OBVSS and/or any related equipment or training.

6. Performance Bond

The successful Proposer shall be required to furnish MTS with a Performance (Labor and Material) Bond in the amount equal to 100% of the successful bid within five (5) calendar days from the date of receiving said Notice of Intent to Award.

The Performance Bond shall be in a sum equal to the contract price. The bond shall be duly executed by a responsible corporate surety, authorized to issue such bond in the State of California and secured through an authorized agent with an office in California. The surety shall be subject to approval by the Board, shall be rated A or better by the A.M. Best Key Rating Guide, and no single bond should exceed 10 percent of the surety's current Capital and Surplus. If not rated by the A.M. Best Key Rating Guide, the surety shall be listed in the current Federal Register Circular 570 and no single bond shall exceed the Underwriting Limitation therein. The Contractor shall pay all bond premiums, cost, and incidentals.

7. Warranty

The warranty of each OBVSS will begin after it has been accepted. The warranty shall be for a minimum two year period and it will cover each complete OBVSS, its installation, and all related materials. It shall cover all manufacturers' defects on hardware, software, all the docking stations and/or viewing equipment, i.e., laptops and spare parts upon installation. A minimum two (2) year warranty period shall also be provided for each garage management network to include hardware, software, and installation. Warranty repairs shall be conducted onsite when possible and they shall include all parts, labor, and transportation. An option for an additional one (1) year extended warranty for each OBVSS shall also be priced and included in proposal.

8. Training

Contractor shall be required to provide onsite training at one of the five (5) operating divisions annotated in Section 1.0 "General Information" of this RFP. The training shall be scheduled between the OBVSS supplier and MTS Bus Operations. Training will be scheduled sometime between acceptance of the first OBVSS and prior to the payment for the last OBVSS. Classes shall be given to a student body consisting of Transportation Management, Risk & Safety Management, Security, Information Systems, and Maintenance. Training will include all aspects of operating the OBVSS and garage management network including but not limited to software, troubleshooting and repair. Detailed repair, operation and instruction manuals shall be provided on all characteristics of the OBVSS and garage management network.

9. Installation and Installation Schedule

Each OBVSS and the garage management networks must be installed in a professional and workman like manner and shall conform to industry standards. All supplied equipment and hardware, to include but not limited to, DVR's, cameras, camera housings, wiring, and other miscellaneous equipment and components, shall be new and of serviceable condition. Also, all supplied component hardware, such as, DVR's, hard drives and cameras shall be designed and manufactured specifically for installation in mobile applications and shall be able to withstand the vibration and G-forces associated with the transit environment. Special care shall be taken to insure that all cabling and connections are securely attached. All cabling shall be routed in access panels where available and hidden from view and tampering. Cameras shall be mounted to rigid secure surfaces in ruggedized housings for protection. Cameras mounted on exterior of vehicles shall be in housings suitable for exposure to the elements and shall be designed so as not to be damaged by tree branches and/or automatic bus washing equipment. Data recorders shall be installed and mounted into secure cabinets, easily accessible and in housings that protect and discourage tampering. All buses are equipped with secure cabinets with space for OBVSS equipment with the exception of the El Dorado and Blue Bird buses (total forty-nine [49] buses, see Appendix A for details), which shall be provided by the contractor. All camera positions, cable routing, and recorder locations must be pre-approved by MTS. A bill of materials and a wiring schematic must be supplied for each type of installation provided.

The contractor shall provide an installation schedule. It shall be understood that only a limited amount of vehicles (two [2] buses) can be provided for installation during regular service hours. If installations are to be done after regular service hours a greater number of vehicles can be provided; however, those vehicles must be available for service prior to 4:00 A.M. the following morning.

10. Miscellaneous

Operations manuals, service manuals, parts manuals and schematics of wiring installation must be supplied with the completion of each phase. A list of serial numbers for all equipment, and to which vehicle specific equipment was installed, shall be supplied at the end of each phase of the project.

B.2 TECHNICAL SPECIFICATION - ONBOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)

SECTION 2

B.2.1 GENERAL SYSTEM REQUIREMENTS

The following general requirements shall be used to define the overall OBVSS. They portray an operational performance requirement rather than specific to manufacturer or model of equipment. The objective and general guidelines are as follows:

The system shall be an all inclusive, digital OBVSS, fully supported by the manufacturer, an integrator, or both. The system shall at a minimum include the following:

- B.2.1.1 The recorder shall have a digital video imaging processor with a minimum of one (1) terabyte (TB) of fixed disk storage.
- B.2.1.2 The system shall operate on vehicle power between nine (9) and thirty-six (36) Volt Direct Current (VDC) inclusive of Digital Video Recorder (DVR). The DVR shall be self-regulating and internally protected from power loss, surges and spikes.
- B.2.1.3 DVR shall have an internal data storage capacity of two hundred and forty (240) hours minimum, at a minimum fifteen (15) frames/second/camera recording speed with a minimum 640 x 240 resolution.
- B.2.1.4 It shall provide twelve (12) separate video channels without the use of splitters.
- B.2.1.5 It shall support any combination of color or black and white cameras up to twelve.
- B.2.1.6 It shall support the ability to individually program frame rate on each camera connected to the recorder.
- B.2.1.7 The DVR shall provide two (2) Ethernet ports, or other system network interfaces to allow ease of downloading video image files to a laptop computer or USB device. The ports shall also allow for easy viewing of images on vehicle laptop for system service and troubleshooting. The DVR shall allow for full programming of 100 base T Ethernet parameters, including IP addresses, default gateway, and sub-net mask.
- B.2.1.8 The DVR shall store images to a self contained, removable hard drive. The images must be compressed and only read with proprietary Digital Video Surveillance System (DVSS) software, including concurrent playback and real time with network connectivity and archived video playback on each unit. The DVR system must provide email delivery to confirm the tag alarm and Closed Circuit Television (CCTV) clip and find functions to a requestor.
- B.2.1.9 The system shall be required to support data and video transmission utilizing a wireless LAN and WIMAX + 802.11g environments.
- B.2.1.10 The DVR system must be capable of doing WIMAX and 802.11g wireless on each vehicle. This includes the equipment to support wireless live-feed capability for real-time monitoring of on-board activities by law enforcement and/or transit supervisory personnel from a remote vehicle, assumes the vehicle being viewed to be in close proximity to the patrol vehicle.
- B.2.1.11 Ability to capture a single camera, buffering a single image, such that the image could be sent over the Regional Transit Management System (RTMS) radio to MTS's Central Communication.

- B.2.1.12 The OBVSS shall have the ability to support the use of an inertia/impact sensor specifically designed for transit that responds to changes in acceleration on its X, Y and Z axis. The OBVSS supplier shall provide engineering support to properly position impact sensors on the frame of the vehicle to minimize vibration. Engineering support shall calibrate the impact sensors for proper circuit closure.
- B.2.1.13 The DVR shall support tagging or marking of images or events via a variety of programmable inputs, to include, operator activation of a switch, operator activation of the RTMS silent alarm function and automated inputs, such as, speed, acceleration, etc. DVR shall be programmed to overwrite any tagged/marked events older than twenty (20) days.
- B.2.1.14 The on-board system shall be equipped and capable of interfacing with GPS, and a means of synchronizing with actual time.
- B.2.1.15 To the extent practical, all OBVSS devices mentioned in this section shall be installed within a single enclosure, excluding cameras or antennas, and shall be located in a MTS approved location.

B.2.2 DIGITAL VIDEO RECORDER (DVR)

- B.2.2.1 The DVR shall utilize a removable hard drive with a minimum two hundred and forty (240) hours of continuous recording space, recording at a minimum fifteen (15) frames/second/camera and a minimum 640 x 240 resolution from up to twelve (12) video input channels and two (2) audio input channels utilized and operating simultaneously.
- B.2.2.2 The DVR shall include a compatible hard drive docking station for data retrieval and review.
- B.2.2.3 The DVR shall provide built-in secured file format using digital encryption security features to protect system and data integrity as well as system settings and cabling connections.
- B.2.2.4 Further, the DVR shall include the following features and functionality:
- The DVR shall operate using a Microsoft Windows based operating system to assure compatibility with our corporate infrastructure, network equipment and computer support personnel.
 - The DVR shall have a firmware embedded operating system. Operating system on rotating media will not be allowed.
 - The DVR shall have a real-time clock that is stored in on-board memory which stores all internal programming functions.
 - The ability to synchronize the on-board clock from LAN, WLAN or GPS.
 - The DVR must be of a size and weight to permit installation in the MTS approved location, and capable of operating in an ambient temperature environment of 30°F – 130°F.
 - DVR shall be certified to durability testing as defined in Society of Automotive Engineers, Standard J1455, Recommended Environmental Practices for Electronic Equipment Design in Heavy Duty Vehicle Applications (SAE J1455) for shock, vibration, J1113 for EMI/RFI, and IP65 testing for enclosures as defined in International Electro Technical Commission, Standard 60529, Degree of Protection Provided by Enclosures (IEC 60529) for ingress of foreign materials, and meet minimum accepted standards for durability from an accredited laboratory or agency.

- The DVR shall capture data at vehicle startup and continue recording after shutdown (ignition off). The recording after shutdown shall be user programmable up to maximum of ninety (90) minutes and capable of capturing images at a variety of rates, such that a lesser frame rate can be used during periods of vehicle inactivity. System shall have the ability to access and transmit video, if requested from a remote position, while bus is powered off.
- The DVR shall digitally capture and store data to its hard drive in a linear continuous indefinite sequence that as disk space fills writes over old information not stored as a flagged event.
- The DVR shall record the vehicle ID, route/run, and a time/date/latitude/longitude stamp from the Global Positioning System (GPS), and attach to the video/audio file.
- The DVR must provide (8) digital inputs.
- The DVR must provide (4) analog inputs.
- The DVR shall be capable of providing live video output to a monitor of any camera installed on the system.

B.2.2.5 The DVR shall capture and catalog a user defined quantity of events that are time/date stamped and filed for easy removal/access. Events shall be stored in a non-volatile memory location that cannot be overwritten without proper system administration access.

B.2.2.6 The DVR shall include a user programmable pre-alarm and post-alarm recording buffer from a minimum of ten (10) minutes for all connected input.

B.2.2.7 The DVR shall receive accelerometer data, MTS selected discrete ON/OFF or J1708/CAN vehicle signals, operator initiated incident/event trigger, and silent alarm activation (panic button) via auxiliary inputs (minimum four [4] inputs). All recorded video and transactional data associated with a programmed event shall be moved to a separate video storage partition when a system alarm input is activated. Programmed events may be activated from:

- Digital inputs
- Analog input thresholds
- Time of day
- Speed
- G-force in 3-axis
- GPS location

B.2.2.8 The DVR shall be equipped with a GPS and shall support garage management control functions and GPS extensions including but not limited to:

- Auto-synchronization of recorder time clocks from a network time server.
- Automated update of recorder configuration, software, and firmware from a central network location.
- Video data search using GPS location information.
- Vehicle location display on area map using current and last known location information.

- B.2.2.9 The DVR shall provide a means of self diagnostics/health check, to include individual camera detection and failure, providing the Operator with an indicator as well as transfer automatically via wireless download to site if condition is other than "OK". DVR shall also be capable of automatically sending an email to confirm success or failure of automated download events to pre-determined personnel advising them the images are ready for review. Plus the download statistics including but not limited to:
- Average transmission throughput
 - Transmission file size
 - Transmission start/stop times
 - Transmission and storage of daily DVR activity and operating logs
 - DVR health and status statistics
 - Critical component temperature levels
 - Input and output voltage levels
 - Cooling fan status
 - Fuse status
 - Camera image check
 - Voltage levels
- B.2.2.10 The DVR shall be capable of providing wireless live-feed or image transfer to a remotely accessed vehicle fitted with appropriate equipment.
- B.2.2.11 The DVR shall be capable of communicating and synchronizing with an on-board event data recorder.
- B.2.2.12 The DVR shall provide facilities for seamless integration with a garage management system.
- B.2.2.13 The DVR shall, upon connection to the local or extended wireless network, support garage management video functions including but not limited to:
- "Last-Mile-Access" - Initiate automated functions
 - "Auto-Upload" - Automated upload of event-based video stored on DVR
 - "Clip-Find" - Automated video data retrieval based on user defined parameters such as:
 1. Vehicle identification
 2. Time and date in From/To format
 3. Frames per second filters
 4. Video channel filters

B.2.3 CAMERAS

- B.2.3.1 The contractor shall provide digital cameras with the following specification(s) designed for the system, with the following features as a minimum:
- B.2.3.2 The cameras shall be contained within tamper-resistant housings and screws of the following types:
- Surface mounted or flush mounted
 - Angled or square flush-mount styles
 - Die-cast aluminum (interior/exterior)
 - Forward facing camera that allows mounting or hanging from the ceiling. It will also have a rubber lens shield that will prevent glare from interior lighting and contact from the windshield.
- B.2.3.3 The cameras shall be color with wide dynamic range. The wide dynamic range camera shall supply the following:
- 520 HTVL

- Dynamic range equal to (102dB typical, 120dB max)
- Various lens configurations

B.2.3.4 The color cameras shall be available with the following lens options:

- 2.9 mm
- 4.0 mm
- 6.0 mm
- 8.0mm
- 12.mm
- Vari Focal Auto Iris 3.5mm to 8mm
- The recorder will accept any cameras 1-volt peak-to-peak signal

B.2.4. SOFTWARE

B.2.4.1 Viewing software shall be non-proprietary and non-licensed software that will provide basic functionality including but not limited to play forward, pause & play backwards, play with synchronized audio, move forward frame by frame, move backward frame by frame, fast forward and reverse – speed up - 2x, 4x, 8x, 16x, 32x, 64x, 128x, 256x, 512x, 1024x.

B.2.4.2 The software will enable the user to take a series of JPEG or BMP images and create a movie from the single images.

B.2.4.3 Advanced data search options, such as locate incident by GPS location will be supported in full.

B.2.4.4 The software shall allow recorded images to be displayed at the configured screen resolution. Images will be digitally scaled to fit the selected screen display area.

B.2.4.5 The software will allow time and date searches of recorded information.

B.2.4.6 The software will allow the user search capabilities for longitude and latitude.

B.2.4.7 The software will allow the user to click on the GPS location map and view video from that location, as well as, view vehicle speed that can be depicted as a color coded trail. The before mentioned color coded trail represents the vehicle speed in relation to the local posted speed limit.

B.2.4.8 The ability to simultaneously connect to multiple vehicles/recorders or data sets.

B.2.4.9 The system management application will enable the recorder time clocks to be auto synchronized to common time source (network or GPS).

B.2.4.10 Search/locate incident by time (enter specific data and time, or drag/drop time line bar).

B.2.4.11 The software shall support exporting and saving of files to a variety of different media types:

- Single frame export will be supported
- Export of multiple frames between times will be supported
- Output to AVI will be supported
- Exporting to a chosen format to a CD/DVD or to the player local hard-drive will be supported
- Print a single camera frame
- Print a single map view
- Search/locate incident by map location (click on street map location)

NOTE: ALL PROPOSERS MUST COMPLETE PROPOSAL FORMS AS PROVIDED, FAILURE TO DO SO WILL DEEM THE PROPOSAL NON-RESPONSIVE.

B.3 COST AND PRICING FORMS

Proposer shall submit pricing to provide the procurement for all the work described in Section B.1, Scope of Procurement. In preparing a cost proposal, Proposers are requested to provide a total all-inclusive cost for each year of service and provide a breakdown of fees, overhead, labor hours, travel, and miscellaneous expenses.

RFP TITLE AND MTS DOC. NO.: MOBILE ON BOARD VIDEO SURVEILLANCE SYSTEMS
MTS DOC. NO. B0521.0-09

PROPOSAL DUE DATE/TIME: JANUARY 13, 2010, 11:00A.M., PREVAILING LOCAL TIME

Line #	Item Description - PHASE I "TESTING PHASE"	QTY*	Unit Price	Ext. Price
1	EXISTING OBVSS MATERIALS: All materials and supplies for two (2) 40' buses with existing camera system. (taxable)	2		
2	EXISTING OBVSS LABOR: Labor and Installation for two (2) 40' buses with existing camera systems. (non-taxable)	2		
3	NEW OBVSS MATERIALS: All materials and supplies for two (2) 40' buses. (taxable)	2		
4	NEW OBVSS LABOR: Labor and Installation for two (2) 40' buses. (non-taxable)	2		
5	8.75% CA Sales Tax (Item #'s 1 and 3)			
Total Amount (PHASE I)				

Line #	Item Description - PHASE II	QTY*	Unit Price	Ext. Price
1	EXISTING OBVSS MATERIALS 40' BUSES: All materials and supplies for up to (152) each 40' buses with existing camera system. (taxable)	152		
2	EXISTING OBVSS LABOR 40' BUSES: Labor and Installation for up to (152) buses with existing camera systems. (non-taxable)	152		
3	NEW OBVSS MATERIALS FOR 35' or 40' BUSES: All materials and supplies for up to (53) buses. (taxable)	53		
4	NEW OBVSS LABOR FOR 35' or 40' BUSES: Labor and Installation for up to (53) buses. (non-taxable)	53		
5	NEW OBVSS MATERIALS 60' BUSES: All materials and supplies for up to (39) buses. (taxable)	39		
6	NEW OBVSS LABOR 60' BUSES: Labor and Installation for up to (39) buses. (non-taxable)	39		
7	Garage Management Network: All materials and supplies. (taxable)	1		
8	Garage Management Network: Labor and Installation. (non-taxable)	1		
9	Training: OBVSS and Garage Management Network Onsite Training. (non-taxable)	1		
10	8.75% CA Sales Tax (Item #'s 1, 3, 5 and 7)			
Total Amount (PHASE II)				

**RETURN THIS FORM WITH YOUR PROPOSAL
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METROPOLITAN TRANSIT SYSTEM (MTS)

MOBILE ON BOARD VIDEO SURVEILLANCE SYSTEMS – MTS DOC. NO. B0521.0-09
COST PROPOSAL - CONTINUED

Line #	Item Description – OPTION YEAR ONE	QTY*	Unit Price	Ext. Price
1	NEW OBVSS MATERIALS FOR 29' 30' or 32' BUSES: All materials and supplies for up to (18) buses. (taxable)	18		
2	NEW OBVSS LABOR FOR 29' 30' or 32' BUSES: Labor and Installation for up to (18) buses. (non-taxable)	18		
3	NEW OBVSS MATERIALS FOR 35' or 40' BUSES: All materials and supplies for up to (46) buses. (taxable)	46		
4	NEW OBVSS LABOR FOR 35' or 40' BUSES: Labor and Installation for up to (46) buses. (non-taxable)	46		
5	NEW OBVSS MATERIALS FOR 45' BUSES: All materials and supplies for up to (26) buses. (taxable)	26		
6	NEW OBVSS LABOR FOR 45' BUSES: Labor and Installation for up to (26) buses. (non-taxable)	26		
7	NEW OBVSS MATERIALS 60' BUSES: All materials and supplies for up to (10) buses. (taxable)	10		
8	NEW OBVSS LABOR 60' BUSES: Labor and Installation for up to (10) buses. (non-taxable)	10		
9	Garage Management Network: All materials and supplies. (taxable)	1		
10	Garage Management Network: Labor and Installation. (non-taxable)	1		
11	Training: OBVSS and Garage Management Network Onsite Training. (non-taxable)	1		
11	8.75% CA Sales Tax (Item #'s 1, 3, 5 7 and 9)			
Total Amount (OPTION YEAR ONE)				

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METROPOLITAN TRANSIT SYSTEM (MTS)

MOBILE ON BOARD VIDEO SURVEILLANCE SYSTEMS – MTS DOC. NO. B0521.0-09
COST PROPOSAL - CONTINUED

Line #	Item Description – OPTION YEAR TWO	QTY*	Unit Price	Ext. Price
1	NEW OBVSS MATERIALS FOR 29' 30' or 32' BUSES: All materials and supplies for up to (10) buses. <i>(taxable)</i>	25		
2	NEW OBVSS LABOR FOR 29' 30' or 32' BUSES: Labor and Installation for up to (10) buses. <i>(non-taxable)</i>	25		
3	NEW OBVSS MATERIALS FOR 35' or 40' BUSES: All materials and supplies for up to (70) buses. <i>(taxable)</i>	25		
4	NEW OBVSS LABOR FOR 35' or 40' BUSES: Labor and Installation for up to (70) buses. <i>(non-taxable)</i>	25		
5	NEW OBVSS MATERIALS FOR 45' BUSES: All materials and supplies for up to (10) buses. <i>(taxable)</i>	25		
6	NEW OBVSS LABOR FOR 45' BUSES: Labor and Installation for up to (10) buses. <i>(non-taxable)</i>	25		
7	NEW OBVSS MATERIALS 60' BUSES: All materials and supplies for up to (10) buses. <i>(taxable)</i>	25		
8	NEW OBVSS LABOR 60' BUSES: Labor and Installation for up to (10) buses. <i>(non-taxable)</i>	25		
9	8.75% CA Sales Tax (Item #'s 1, 3, 5 and 7)			
Total Amount (OPTION YEAR TWO)				

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METROPOLITAN TRANSIT SYSTEM (MTS)

MOBILE ON BOARD VIDEO SURVEILLANCE SYSTEMS – MTS DOC. NO. B0521.0-09
COST PROPOSAL - CONTINUED

<u>Line #</u>	<u>Item Description – OPTION YEAR THREE</u>	<u>QTY*</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	NEW OBVSS MATERIALS FOR 29' 30' or 32' BUSES: All materials and supplies for up to (10) buses. <i>(taxable)</i>	25		
2	NEW OBVSS LABOR FOR 29' 30' or 32' BUSES: Labor and Installation for up to (10) buses. <i>(non-taxable)</i>	25		
3	NEW OBVSS MATERIALS FOR 35' or 40' BUSES: All materials and supplies for up to (70) buses. <i>(taxable)</i>	25		
4	NEW OBVSS LABOR FOR 35' or 40' BUSES: Labor and Installation for up to (70) buses. <i>(non-taxable)</i>	25		
5	NEW OBVSS MATERIALS FOR 45' BUSES: All materials and supplies for up to (10) buses. <i>(taxable)</i>	25		
6	NEW OBVSS LABOR FOR 45' BUSES: Labor and Installation for up to (10) buses. <i>(non-taxable)</i>	25		
7	NEW OBVSS MATERIALS 60' BUSES: All materials and supplies for up to (10) buses. <i>(taxable)</i>	25		
8	NEW OBVSS LABOR 60' BUSES: Labor and Installation for up to (10) buses. <i>(non-taxable)</i>	25		
9	8.75% CA Sales Tax (Item #'s 1, 3, 5 and 7)			
Total Amount (OPTION YEAR THREE)				

PROPOSER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

**Estimated quantities are for proposal purposes only. The quantities do not reflect guaranteed usage by MTS.*

NOTE: ALL PROPOSERS MUST COMPLETE PROPOSAL FORMS AS PROVIDED, FAILURE TO DO SO WILL DEEM THE PROPOSAL NON-RESPONSIVE.

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METROPOLITAN TRANSIT SYSTEM (MTS)

MOBILE ON BOARD VIDEO SURVEILLANCE SYSTEMS – MTS DOC. NO. B0521.0-09
COST PROPOSAL - CONTINUED

CONTRACT YEAR	TOTAL
PHASE I TOTAL:	
PHASE II TOTAL	
CONTRACT BASE PERIOD SUBTOTAL:	
OPTION YEAR 1 TOTAL:	
OPTION YEAR 2 TOTAL:	
OPTION YEAR 3 TOTAL:	
<u>GRAND TOTAL FOR 5 YEAR CONTRACT:</u> <u>(Base Period + 3 Option Years)</u>	

PROPOSER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.
NOTE: ALL PROPOSERS MUST COMPLETE PROPOSAL FORMS AS PROVIDED, FAILURE TO DO SO WILL DEEM THE PROPOSAL NON-RESPONSIVE.

Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer. The following Addenda have been noted and attached hereto:

F.O.B. POINT: San Diego Transit Corporation
Attn: Ray Thompson
100 16th Ave
San Diego, CA 92101

FIRM / COMPANY NAME: _____

LEGAL STRUCTURE (Corp./Partner/Proprietor): _____

ADDRESS: _____

CITY, STATE & ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME OF PERSON AUTHORIZED TO SIGN: _____

TYPE OR PRINT NAME: _____

TITLE: _____

DATE: _____

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SAN DIEGO METROPOLITAN TRANSIT SYSTEM

STATUS OF CURRENT AND PAST CONTRACTS

On the form provided below, Proposers shall list the status of current and past contracts where their on board video surveillance system has been installed or are currently being installed as a prime contractor or a subcontractor during the past five (5) years. A separate form must be completed for each contract.

Proposer shall provide an accurate contact name and telephone number of each contract and indicate the terms and scope of the contract and the original contract value. The Proposer must indicate if the contract has been completed or still in progress. The Proposer must also indicate if the contract was terminated by either the procuring agency or by the Contractor for cause or convenience. If the contract was terminated, list the reason for termination. The Proposer must identify and state the status of any litigation, claims, or settlement agreements related to any of the contracts.

Each form must be signed by the Proposer confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Terms and Scope of Contract:	
1) Status of Contract:	
2) Identify Claims / Litigation or Settlements Associated with each Contract:	

By signing this form, "Status of Current and Past Contracts," I am affirming that all of the information provided is true and accurate.

Signature

Title

Date

**RETURN THIS FORM WITH YOUR PROPOSAL
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SAN DIEGO METROPOLITAN TRANSIT SYSTEM
MOBILE ON BOARD VIDEO SURVEILLANCE SYSTEMS
MTS DOC. NO. B0521.0-09

DESIGNATION OF EXPERIENCE

Name of Proposer:

<u>Reference #1:</u>

Company Name:

Contact:

Telephone #:

<u>Reference #2:</u>

Company Name:

Contact:

Telephone #:

<u>Reference #3:</u>

Company Name:

Contact:

Telephone #:

<u>Reference #4:</u>

Company Name:

Contact:

Telephone #:

<u>Reference #5:</u>

Company Name:

Contact:

Telephone #:

<u>Reference #6:</u>

Company Name:

Contact:

Telephone #:

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SAN DIEGO METROPOLITAN TRANSIT SYSTEM

MOBILE ON BOARD VIDEO SURVEILLANCE SYSTEMS
PROPOSAL CERTIFICATION FORM

_____, [authorized person] of _____ [company name]
certify that I have read and will comply with all proposal materials and requirements as stated in the
proposal materials.

Please initial that you have completed, understood, submitted, and will comply with the following:

- _____ I have completed, signed, and submitted the Proposal forms.
- _____ I have completed, signed, and submitted the Status of Current and Past Contracts form.
- _____ I have completed and submitted the Designation of Experience.
- _____ I have completed, signed, and submitted the Certificate of Compliance with MTS Equal Opportunity Programs (EOP) form, including the Equal Opportunity Program Workforce Report.
- _____ I have completed, signed, and submitted the Buy America Certificate (Alternative A or B).
- _____ I have completed, signed, and submitted the Subcontractor's Statement of Eligibility.
- _____ I have completed, signed, and submitted the Public Contract Code Section 10162 Questionnaire.
- _____ I have completed, signed, and submitted the State of Eligibility.
- _____ I have completed, signed, and submitted the Nonconclusion Affidavit form.
- _____ I have completed, signed, and submitted the Certification of Restrictions on Lobbying.
- _____ I have completed, signed, and submitted the Disclosure of Lobbying Activities.
- _____ I have completed, signed, and submitted the Certification Regarding Debarment, Suspension and Other Ineligible and Voluntary Exclusion Lower Tier Covered Transactions.
- _____ I have completed, signed, and submitted the Equal Opportunity Program Workforce Report.
- _____ I have completed, signed, and submitted the Type of Business form.
- _____ I have completed, signed, and submitted the Safety Rules form.
- _____ I have completed, signed, and submitted the Performance Bond.
- _____ I have completed, signed, and submitted the Ability to Meet Insurance Requirements form.
- _____ I have completed, signed, and submitted the Addenda Acknowledgement form.

Signed: _____ Date: _____

Print Name: _____ Title: _____

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SECTION C

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C.1 SAMPLE STANDARD PROCUREMENT AGREEMENT

STANDARD SERVICES AGREEMENT

B0521.0-09
CONTRACT NUMBER

FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2010, in the State of California by and between San Diego Metropolitan Transit System, a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: _____ Address: _____

Form of Business: _____
(Corporation, partnership, sole proprietor, etc.)

Telephone: _____

Authorized person to sign contracts: _____
Name Title

The attached Standard Conditions are part of this agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Provide a Mobile On Board Video Surveillance System as stipulated in MTS's Request for Proposal, including Addendums, Responses to Approved Equals/Clarifications; and in accordance with the Standard Procurement Agreement, including the Standard Conditions Procurement, MTS's Safety Program, and Bid Proposal (hereinafter "Contract Documents"). If there are any inconsistencies between the Contract Documents, the following order of precedence will govern the interpretation of this contract.

1. Request for Proposal, Addendum, Responses to Approved Equals/Clarifications, MTS Safety Program, and Bid Proposal; and
2. Standard Procurement Agreement, including the Standard Conditions Procurement.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		CONTRACTOR AUTHORIZATION	
By: _____ Chief Executive Officer		Firm: _____	
Approved as to form:		By: _____ Signature	
By: _____ Office of General Counsel		Title: _____	
AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR	
\$ _____		2010	
By: _____ Chief Financial Officer		Date _____	
(____ total pages, each bearing contract number)		SA-PROCUREMENT (Rev 11-08) DATE	

STANDARD CONDITIONS PROCUREMENT

1. COMPLETE AGREEMENT

This agreement, including all applicable terms, conditions, and specifications, shall constitute the sole and exclusive agreement between the parties. This agreement supersedes all other writings and is expressly conditional upon Contractor's agreement to the conditions hereof, and nothing shall be construed to be an acceptance of any terms of Contractor.

2. INSURANCE

Contractor will include the contract number on all insurance-related correspondence, i.e., the insurance certificate itself.

All policies required shall be issued by companies who hold a current policyholder's alphabetic and financial-size category rating of not less than AV, in accordance with Best's Insurance Report. All policies required shall be issued by companies who are licensed or approved to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best.

A. COVERAGE REQUIRED - ALL CONTRACTS

(1) Liability

- (a) Commercial General Liability At all times during this contract and, with respect to Products and Completed Operations Liability, for twelve (12) months following the acceptance of the work by MTS, Contractor agrees to maintain Commercial General Liability Insurance utilizing Insurance Services Office (ISO) coverage form CG0001, edition date 10/01 or later, or an equivalent form and with insurance companies acceptable to MTS. The coverage shall contain no restricting or exclusionary endorsements with respect to the performing of services described in the scope of work.

All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), and San Diego Transit Corporation (SDTC), their directors, officers, agents, and employees as additional insureds as their interests may appear.

- (b) Automobile Liability At all times during this contract, Contractor agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles.
- (c) Workers' Compensation/Employer Liability At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver.

B. ADDITIONAL COVERAGES REQUIRED (AS INDICATED)

☐ (1) Owner-Provided Builder's Risk
PROVIDED

MTS will provide Builder's Risk Insurance on a special form basis, excluding the perils of earthquake and flood, at a limit of not less than the full replacement value of the work and covering the work and all materials and equipment to be

incorporated therein, including property in transit elsewhere, and insuring the interests of the Contractor, subcontractors, materialmen, and MTS, SDTI, SD&AE, SD&IV, SDTC, MTS's contractor for design, and MTS's contractor for construction management. However, Contractor is responsible for the portion of any loss that is within the deductible amount of this Builder's Risk Insurance, which is currently at \$50,000 but is subject to change.

☒ (2)
REQUIRED

Railroad Protective or Equivalent

Any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing must be deleted. Option: purchase separate Railroad Protective Liability Policy as required.

☐ (3)
REQUIRED

Professional Liability

At all times during this contract, and for twelve (12) months following acceptance of work by owner, Contractor agrees to maintain Professional Liability Insurance with respect to services or operations under this agreement.

☐ (4)
REQUIRED

Pollution Legal Liability

At all times during this contract, and for twenty-four (24) months following, Contractor agrees to maintain Pollution Legal Liability Insurance with respect to services or operations under this agreement. The extended discovery period must be no less than twenty-four (24) months.

☐ (5)
REQUIRED

Contractor Equipment

At all times during this contract, Contractor agrees to maintain Contractor's Equipment Insurance on a special form basis covering equipment owned, leased, or used by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless MTS for any loss or damage to its equipment.

☐ (6)
REQUIRED

Installation Floater

At all times during this contract, Contractor agrees to maintain Installation Floater Insurance on a special form basis covering property owned or provided by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless these entities for any loss or damage to its property.

☐ (7)
REQUIRED

Garage Keeper's Legal Liability & Automobile Portion

At all times during this contract, Contractor agrees to maintain Garage Keeper's Legal Liability as well Automobile Portion which covers the risk of loss or damage to MTS vehicles while in the care, custody or control of Contractor. Automobile portion shall cover the Contractor in the event of a vehicle accident while they are driving a MTS vehicle, which results in a third party claim of physical damage or bodily injury.

☐ (8)
REQUIRED

Construction Work Agreements

(a) Contractor agrees to utilize ISO coverage forms CG2010, 10/85 or ISO coverage forms CG2010 and CG2037, or equivalent forms, to comply with the additional Insured requirement stated in section 2.A.(1)(b).

(b) Contractor agrees to provide a Designated Project Aggregate Limit Endorsement (per project aggregate) utilizing form CG2503 or equivalent Form.

☐ (9) Umbrella or Excess Liability (if required to meet liability limits above)
REQUIRED

Contractor agrees that any Umbrella or Excess Liability Policy utilized to provide the required limits of liability shall contain coverage at least as broad as that provided by the General Liability Policy, and be written for a term concurrent with the General Liability Policy.

☒ (10) Primary and Non-Contributory Insurance
REQUIRED

Contractor agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

C. MINIMUM POLICY LIMITS REQUIRED

		Limits
Commercial General Liability	\$2,000,000	Per Occurrence
	\$2,000,000	General Aggregate
	\$2,000,000	Completed Operations & Products Aggregate
Automobile Liability	\$1,000,000	Combined Single Limit
Worker's Compensation Employer's Liability	\$1,000,000	

Additional Coverages (as indicated under Section B, Additional Coverages Required):

☐ B (1) Builder's Risk	<u>Replacement Cost</u>
☐ B (2) Railroad Protective	\$
☐ B (3) Professional Liability	\$
☐ B (4) Pollution Liability	\$
☐ B (5) Contractor Equipment	<u>Replacement Cost</u>
☐ B (6) Installation Floater	<u>Replacement Cost</u>
☐ B (7) Garage Keeper's Legal Liability	\$
(Combined Single Limit (CSL) Per Occurrence)	

D. POLICY PROVISION REQUIRED

All policies and coverages shall contain a provision for thirty (30) days written notice by the Insurer(s) to MTS Contracts Specialist of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

E. EVIDENCE REQUIRED

Within ten working days following receipt of notice that a contract has been awarded, Contractor shall have provided the MTS Contracts Specialist with satisfactory certification by a qualified representative of the Insurer(s) that Contractor's insurance complies with all provisions in this insurance section.

F. SPECIAL PROVISIONS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by MTS, SDTI, SD&AE, SD&IV, and SDTC, or their insurance Contractor(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this agreement, including but not limited to the provisions concerning indemnification.

MTS reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

3. CHANGES

MTS may direct, in writing, changes, including changes to the quantities originally ordered, specifications, or drawings. No change in unit prices or an extension of time shall be granted to Contractor, for any quantity variations, if the total quantity of items as actually required varies not more than plus or minus twenty (20%) percent. Variations of quantities by more than plus or minus twenty (20%) percent will be subject to an equitable adjustment, if requested in writing by the MTS or the Contractor and the adjustment shall be based solely upon the variation of the quantities.

Contractor shall assert any claims for adjustment which would result from the implementation of MTS's comments on Contractor's technical documents within thirty (30) calendar days from the date of Contractor's receipt of such comments, and no adjustment will be made hereunder unless MTS confirms the change by a written revision after mutual agreement between MTS and the Contractor.

However, nothing herein shall excuse Contractor from proceeding with the agreement, as changed, prior to negotiation of the equitable adjustment.

4. PRICE AND PAYMENT

The total price herein specified, unless otherwise expressly stated, shall include all taxes of any kind which either party is required to pay with respect to the sale of the goods covered by this agreement, including sales and use taxes, and shall include all charges and expenses for customs duties, freight charges, inspection, testing, packaging and loading unless specifically excluded.

Payment will be made as set forth in this agreement; however, payments may be withheld or portions thereof may be deducted or setoffs may be made against Contractor if Contractor is not performing work in accordance with the applicable provisions of this agreement. The time for payment of invoices or for accepting any discounts offered shall run only from the date of receipt of correct invoices with required certification documents by MTS.

5. DELIVERY

Timely performance and deliveries are essential to this order. However, Contractor will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition, which is beyond Contractor's reasonable control, without Contractor's fault or negligence. Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot, are examples of events which will be excusable for being beyond Contractor's reasonable control only upon fulfillment of the following conditions: (a) within seven (7) calendar days of the commencement of any excusable delay, Contractor shall provide MTS with written notice of the cause and extent thereof, as well as request for a schedule extension for the estimated duration thereof; and (b) within seven (7) calendar days of the cessation of the event causing delay, Contractor shall provide MTS with written notice of the actual delay incurred, upon receipt of which the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.

6. SUSPENSION

Notwithstanding any other provisions of this agreement, MTS may suspend or extend the time for Contractor's performance at any time, from time to time, upon ten (10) calendar days prior to written notice of such suspension or extension. Thereafter, Contractor shall resume performance as directed by MTS. In the event of such suspension or extension, Contractor shall be entitled to reimbursement for additional costs reasonably and necessarily incurred by Contractor directly attributable to such

suspension or extension period to the extent that such additional costs are actually incurred. Contractor shall submit such documentation, as MTS may deem necessary to substantiate any such costs actually incurred. MTS will make the final determination of the validity of any claim for reimbursement and the amount, if any, thereof.

7. NONWAIVER

Failure of MTS to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or to properly notify Contractor in the event of breach, or the acceptance of payment for any goods hereunder, or review of design shall not release Contractor from any of the warranties or obligations of this agreement and shall not be deemed a waiver of any right of MTS to insist upon strict performance hereof, or any of its rights or remedies as to any such good, regardless when shipped, received, or accepted or as to any prior or subsequent default hereunder, nor shall any revision of this agreement by MTS operate as a waiver of any of the terms hereof. A requirement that a Contractor's document is to be submitted for or subject to "authorization to proceed," "approval," "acceptance," "review," "comments," or combinations of such words or words of like import shall mean, unless the context clearly indicates otherwise, that Contractor shall, before implementing the information in the document, submit the document, obtain resolution of any comments, and obtain written authorization from MTS to proceed, and shall not mean that a complete check will be performed. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analyses, test methods, or materials developed or selected by Contractor and shall not relieve Contractor from full compliance with contractual obligations.

8. QUALITY STANDARDS

Except as otherwise expressly provided herein, Contractor shall be responsible for all inspection and testing, and agrees to strictly follow the standards of quality specified by MTS in addition to those customary in the industry. MTS shall be afforded free access to plants of Contractor and its suppliers in order to make surveillance inspections to monitor compliance with contractual quality requirements, and MTS's right to inspect, examine, and test the goods shall extend through the manufacturing process, the time and shipment, and a reasonable time after arrival at the ultimate destination. Contractor's failure to adhere to the standards of quality required under this agreement shall be deemed to be reasonable grounds for insecurity justifying a written demand from MTS that Contractor provide adequate assurance of Contractor's ability to meet said standards. Goods shall not be deemed accepted until finally inspected and examined at final destination.

The making or failure to make any surveillance inspection or examination of, payment for, or acceptance of the goods shall in no way impair MTS's right to reject nonconforming goods, or to avail itself of any other remedies to which MTS may be entitled, notwithstanding MTS's knowledge of the nonconformity, its substantiality, or the ease of its discovery.

9. EXPEDITING

The goods furnished under this agreement shall be subject to expediting by MTS. MTS shall be afforded free access to Contractor's shops, factories, or places of business, and those of Contractor's suppliers, for expediting purposes. As required by MTS, Contractor shall supply schedules, unpriced copies of purchase orders and progress reports for MTS's use in expediting.

10. WARRANTIES-GUARANTEES

Contractor warrants that the goods shall be new, free from liens and defects in design, materials, workmanship, and title, and shall conform in all respects to the terms of this agreement and to the drawings issued for manufacture by Contractor, and shall be of the best quality, if no quality is specified. Unless the warranty period is otherwise extended, the warranty shall apply. If, within one (1) year from the date of commercial operation for the purpose for which the goods were purchased, or eighteen (18) months from the date of final delivery, whichever comes first, it appears that the

goods, or any part thereof, do not conform to these warranties, and MTS so notifies Contractor within a reasonable time after its discovery, Contractor shall thereupon promptly correct such nonconformity to the satisfaction of MTS, at Contractor's sole expense, failing which MTS may reject and cover by purchasing substitute goods or MTS may proceed to make corrections or accomplish Contractor's performance by the most expeditious means available, the costs of cover or correction shall be for Contractor's account. Contractor's liability hereunder shall extend to all damages such as demand inspection, costs of return or warehousing. Contractor shall not be liable for consequential damages, such as loss of profit, loss of use or production, or costs of capital. NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY.

11. INFRINGEMENT

Contractor shall, at its own expense, hold harmless and defend MTS and its representatives under this agreement against any claim, suit, or proceeding brought against MTS or their representatives, which is based upon a claim, whether rightful or otherwise, that any goods, process or material, or any part thereof, furnished by Contractor under this agreement, constitutes an infringement and/or if the use of any such goods, process or material is enjoined, Contractor shall, at its sole expense, subject to the following provisions, either procure for MTS an irrevocable, royalty-free license to continue using such goods, process or material, or with MTS's prior written approval, replace same with substantially equal but noninfringing equipment or modify it so it becomes noninfringing, provided that no such replacement or modifications shall in any way amend or relieve Contractor of its warranties and guarantees set forth in this agreement.

The preceding paragraph(s) shall not apply to any goods, or any part thereof, manufactured to MTS's detailed design. As to such goods or part, the Contractor assumes no liability whatsoever for patent infringement.

This indemnity is given upon the condition that MTS shall promptly, after receiving notice thereof, notify Contractor of any claim or suit or proceeding involving MTS in which such infringement is alleged, and MTS shall permit Contractor to control completely the defense or compromise of such allegation of infringement, and MTS shall render such reasonable assistance at Contractor's cost in the defense thereof as Contractor may require.

12. ASSIGNMENT

Any assignment of this agreement or of any rights hereunder of hypothecation thereof in any manner, in whole or in part, without the prior written consent of MTS shall be null and void. Notwithstanding the foregoing, Contractor may assign monies due or to become due under this agreement, and such assignments will be recognized by MTS, provided that written notice thereof is given to MTS at least ten (10) calendar days before payment is due. Any assignment of monies shall be subject to proper setoffs in favor of MTS to all deductions provided for in this agreement. All money withheld, whether assigned or not, shall be subject to being used by MTS for the completion of the agreement, in the event Contractor should be in default therein.

13. TERMINATION FOR CONVENIENCE

Performance under this agreement may be terminated by MTS in accordance with this clause in whole or, from time to time, in part, whenever MTS shall elect. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance under this agreement is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

- A. immediately discontinue performance on the date and to the extent specified in the notice;

- B. place no further orders for materials other than as may be necessarily required for completion of such portion of the agreement that is not terminated;
- C. promptly make every reasonable effort to either obtain cancellation on terms satisfactory to MTS of all orders to Contractor's suppliers to the extent they relate to the performance of that portion terminated, or upon MTS's concurrence assign to MTS those orders; and
- D. assist MTS, upon request, in the maintenance, protection, and disposition of property acquired by MTS under this agreement.

If claimed in writing within thirty (30) calendar days after Notice of Termination, MTS will pay to Contractor an equitable adjustment to include (without duplication of any item):

- A. all amounts due and not previously paid to Contractor for goods completed in accordance with this agreement prior to such notice;
- B. a reasonable amount for any goods and materials then in production; provided that no such adjustment be made in favor of Contractor with respect to any goods which are Contractor's standard stock;
- C. costs of settling and paying supplier's claim arising out of the canceled orders; and
- D. a reasonable profit for costs incurred in the performance of that portion terminated; provided, however, that if it appears that Contractor would have sustained a loss on the entire agreement had it been completed, no profit shall be included.

The total sum to be paid to Contractor under this clause shall not exceed the total order price as reduced by the amount of payments otherwise made, and as further reduced by the order price of that portion not terminated, and will not include any consideration for loss of anticipated profits on the terminated portion all claims for which seller agrees to waive.

14. TERMINATION FOR DEFAULT

MTS may terminate the whole or any part of Contractor's performance in any one of the following circumstances:

- A. if Contractor fails to make delivery or fails to perform within the time specified herein or any extension thereof; or
- B. if Contractor delivers nonconforming goods; or
- C. if Contractor fails to perform in accordance with the provisions of this agreement, or so fails to make progress as to endanger performance of this agreement in accordance with its terms.

In the event of any such failure, MTS will provide Contractor with notice of the nature of the failure and MTS's intention to terminate for default. In the event Contractor does not cure such failure within ten (10) calendar days of such notice, MTS will provide Contractor with written Notice of Termination for Default.

In the event MTS terminates as provided herein, MTS may procure, upon such terms, and in such manner as MTS may deem appropriate, supplies or services similar to those so terminated, and Contractor shall be liable to MTS for any excess costs for such similar supplies or services; and Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this clause.

In the event of Contractor's default, Contractor agrees to mitigate damages by cooperating with MTS in transferring information and disposing of goods in process or MTS's materials as MTS may reasonably request. If after Notice of Termination for Default it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience clause.

15. SURVIVAL

Notwithstanding MTS's acceptance of the goods and payment therefore, Contractor shall remain obligated under all clauses of this agreement which expressly, or by their nature, extend beyond and survive such acceptance and payment.

16. LANGUAGE AND MEASURE UNITS

Unless specified otherwise, manuals, specifications, drawings, plans, purchase orders, subcontract documents, and invoices submitted in accordance with this agreement shall be in metric ("Systems International d' Units," or "SI units") with the United States equivalents clearly shown.

17. APPLICABLE LAW-DEFINITIONS

The definition of terms used, interpretation of this agreement, and rights of all parties hereunder shall be construed under and governed by the law of the state of California, United States of America. "MTS" means the San Diego Metropolitan Transit System (MTS) or its designee. "Contractor" means the person, firm, or corporation to which this agreement is addressed. "Goods" means those articles, materials, supplies, drawings, data, and other property, and all services, including design, delivery, installation, inspection, testing, and expediting, specified or required to furnish the goods ordered by this agreement.

18. STANDARDS AND CODES

Whenever references are made in the agreement to standards or codes in accordance with which the goods are to be manufactured or tested, the edition or revision of the standards or codes current on the effective date of this agreement shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

In case of conflict among any referenced standards and codes, or between any referenced standards and codes and the Technical Specifications, MTS will determine which will govern.

19. SUCCESSORS AND ASSIGNS

All terms, conditions, and provisions hereof shall inure to and bind hereto their and each of their respective heirs, executors, administrators, successors, and assigns.

Except as provided above, Contractor shall not sublet, assign, or transfer its interest in this agreement without the prior written consent of MTS.

20. HOLD HARMLESS/INDEMNITY

As between MTS and Contractor, Contractor is deemed to assume responsibility and liability for, and Contractor shall indemnify and hold harmless, MTS, SDTI, SDTC, SD&AE, SD&IV and any and all of its directors, officers, agents or employees from and against any and all claims, loss, damage, charge, or expense, whether direct or indirect, which MTS, SDTI, SDTC, SD&AE, SD&IV or such directors, officers, agents or employees may be put or subjected, by reason of any damage, loss, or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any negligent act or action, or any neglect, omission, or failure to act when under a duty to act on the part of Contractor or any of its officers, agents, servants, employees or

subcontractors in its or their performance under this Agreement. In addition to any other remedy authorized by law, so much of the money due Contractor under this agreement as shall be considered necessary by MTS may be retained until disposition has been made of any claim for damages.

21. ATTORNEYS' FEES

In the event either party hereto finds it necessary to retain an attorney in connection with the default by the other in any of the agreements or covenants contained in this agreement, or in the event of litigation regarding this agreement, the losing party shall pay reasonable attorneys' fees to the prevailing party.

22. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

MTS's Equal Employment Opportunity Program for Contractors is part of this agreement (a copy can be obtained from MTS's Clerk of the Board). A Certificate of Compliance and a Workforce Report form signed by the Contractor is a condition for the award of this contract.

Each Contractor who provides MTS labor, equipment, materials and services of \$50,000 or more per year with fifty (50) or more employees shall have, maintain, and submit an Equal Employment Opportunity (EEO) Plan to the Director of Human Resources and Labor Relations for MTS each year of the contract, and a Workforce Utilization Report on or before January 1 and July 1 for each year of the contract.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION *(applies to federally funded contracts only)*

This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26), entitled "Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs." In order to ensure MTS achieves its federally mandated statewide overall DBE goal, MTS encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with federal funds. Contractor is also encouraged to use services offered by financial institutions owned and controlled by DBEs. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

As required by federal law, the California Department of Transportation (Caltrans) has established a statewide overall DBE goal that MTS must participate in as a condition of receipt of funding. In order to ascertain whether that statewide overall DBE goal is being achieved, MTS is tracking DBE participation on all federal-aid contracts. To assist Proposers in ascertaining DBE availability for specific items of work, MTS advises that it has determined that DBEs could reasonably be expected to compete for subcontracting opportunities on this project, and the likely DBE availability advisory percentage is **zero (0%) percent**. **MTS also advises that participation of DBEs in the specified percentage is not a condition of execution of this Agreement.**

Contractor shall be fully informed in respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. Contractor's attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint-venture partner with a prime or subcontractor, vendor of materials or supplies, or as a trucking company.
- C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and

supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.

- D. A DBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.
- E. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - 1. Caltrans' "Civil Rights" Web site at: <http://www.dot.ca.gov/hq/bep>.
 - 2. Caltrans' DBE Directory This Directory may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
- F. When reporting DBE participation, the Contractor may count the cost of materials or supplies purchased from DBEs as follows:
 - 1. If the materials or supplies are obtained from a DBE manufacturer, one hundred (100%) percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - 2. If the materials or supplies are purchased from a DBE regular dealer, count sixty (60%) percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
 - 3. If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
 - 4. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

- G. When reporting DBE participation, the Contractor may count the participation of DBE trucking companies as follows:
1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 2. The DBE must itself own and operate at least one (1) fully licensed, insured, and operational truck used on the contract.
 3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 6. For the purposes of paragraph 15(G), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
 7. Prior to the fifteenth (15th) of each month, the Contractor shall submit documentation to MTS showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to MTS showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement. The Contractor shall also submit to MTS documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month.

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

24. PROMPT PAYMENT

No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with MTS's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specific in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor, or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

25. NONDISCRIMINATION BY CONTRACTOR

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

26. DISPUTES, CLAIMS, AND RESOLUTION

MTS and the Contractor agree that every effort shall be made to resolve any dispute arising under this agreement informally through their designated representatives. If the informal efforts are unsuccessful, then either party may request mediation by submitting a written request signed by an officer with the authority to bind the Contractor or MTS. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within fifteen (15) business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be borne by the requesting party. Any dispute not resolved through the mediation may proceed to litigation in a court of competent jurisdiction in the County of San Diego, State of California, unless the parties agree in writing to submit the dispute to binding arbitration.

Should the Contractor suffer any injury or damage to person or property because of any alleged act or omission of MTS, or if any of Contractor's employees, agents, or others for whose acts the Contractor is legally liable suffers any injury or damages to person or property because of any alleged act or omission of MTS, a written claim for damages shall be filed with the MTS Office of General Counsel in accordance with the provisions of California Government Code section 800 et seq.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder 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 MTS or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed to in writing.

27. DUTY TO CLARIFY OBVIOUS AMBIGUITY

The Contractor is required to seek clarification of any obvious ambiguity contained in the contract documents. Failure to do so will result in an interpretation of the ambiguous provision favorable to MTS should a dispute later arise concerning that provision.

SA-PROCUREMENT (Rev 11-08).DOC
6/26/07

Attachment: Certificate of Compliance

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CERTIFICATE OF COMPLIANCE
WITH MTS EQUAL OPPORTUNITY PROGRAMS AND DBE CONTRACTOR INFORMATION FORM

I hereby certify that, in performing under contract(s) or purchase order(s) awarded by the San Diego Metropolitan Transit System (MTS), I will comply with the provisions of MTS Equal Employment Opportunity Program, and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

DBE subcontractor participants are listed below. The successful bidder must execute and return this form even if no DBE participation will be reported:

Company Name and Address	Description of Work	Dollar Amount

If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE. I agree to make a good-faith effort to meet the goals of this plan as part of my contractual obligations to MTS.

Date: _____

Firm: _____

By: _____

Signature: _____

Title: _____

**RETURN THIS FORM WITH YOUR PROPOSAL
RETAIN OTHER PAGES FOR YOUR RECORDS**

SECTION D

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D.1 FEDERAL REQUIREMENTS

FEDERAL REQUIREMENTS

I. No Federal Government Obligations to Third Parties

As a Federal Transit Administration (FTA) grantee, the Metropolitan Transit System (MTS), a California Public Agency, is required to inform the Contractor of the following information:

The federal government shall not be subject to any obligations or liabilities to any third-party contractor or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party contractor.

II. False or Fraudulent Statements or Claims

As an FTA grantee, MTS is required to inform the Contractor of the following information:

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. Section 3801, et seq., and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies" 49 CFR, Part 31, apply to its actions pertaining to this contract. Accordingly, by signing the contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes 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, as amended, on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government in connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C., Section 5307, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C., Section 1001 and 49 U.S.C., Section 5307(n) (1), to the extent the federal government deems appropriate.

III. Buy America

As an FTA grantee, MTS is required to inform the Contractor of the following information:

The bidder's attention is directed to the "Buy America" requirements set forth in Section 165 of the federal Surface Transportation Act of 1982, and the FTA regulations implementing Section 165 (49 CFR, Part 661). Information on "Buy America" requirements (49 CFR, Part 661) is available for review at the MTS office.

Any steel or manufactured product used in projects supported by FTA funds must be produced in the United States unless the Secretary of Transportation determines that one of the following exceptions applies:

- A. Applying this provision would be inconsistent with the public interest.
- B. The materials and products required for a project are not produced in the United States either in sufficient quantity or not of the quality required for this project.
- C. Including domestically produced material will increase the cost of the contract by more than twenty-five (25%) percent.

- D. Note: In calculating the cost of components under the terms of this provision, labor costs involved in the final assembly are not to be included.
- E. Where an FTA grantee is purchasing buses or other rolling stock (including train control, communication, and traction power equipment), the cost of components produced in the United States is more than sixty (60%) percent of the cost of all the components of the rolling stock or equipment, and final assembly of the stock or equipment has taken place in the United States.
- F. In reference to exception C above, FTA requires that the bid for nondomestic items must be adjusted by the appropriate differential (ten [10%] or twenty-five [25%] percent) and then the adjusted overall bid prices compared to determine if the inclusion of domestic materials will increase the "overall project contract." When both "rolling stock" and "nonrolling stock" are being procured in a single contract, the appropriate differentials will be applied to the different items only and not to the overall bid price.
- G. Thus, the foreign purchased components of the individual bid items will be adjusted upward for purposes of determining Buy America compliance only, by ten (10%) percent for rolling stock and twenty-five (25%) percent for nonrolling stock, thereby increasing the contractor's cost proposal item by the adjusted amount, thereby adjusting the overall total bid price.
- H. The revised bid amount will be the basis for determining the lowest bidder.
- I. Within five days of written notification, the bidder shall provide the necessary information to substantiate the cost of nondomestic items and the factual basis for the claim of exception to the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR, Part 661.
- J. The Buy America Certificate included in the Contract Documents, Alternative 'A' or 'B,' must be completed and submitted with the bid. A bid which does not include either Alternative 'A' or 'B' or which includes both Alternative 'A' and Alternative 'B' may be considered nonresponsive.
- K. A waiver from the Buy America provision may be sought by the Contractor if grounds for the waiver exist. Inclusion of the Alternative 'B' certificate in a bid constitutes an application by the bidder for an exception to the Buy America requirement applicable to this type of contract. If a bid includes the Alternative 'B' certificate and an exception is not granted by FTA, the bid will be considered nonresponsive.

IV. Environmental Violations

As an FTA grantee, MTS is required to inform the Contractor of the following information:

For all contracts and subcontracts in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC, 1857H), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

V. Environmental Requirements

As an FTA grantee, MTS is required to inform the Contractor of the following information:

The successful bidder shall recognize that many federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major federal

laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The successful bidder shall recognize that U.S. EPA, FHWA and other agencies of the federal government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the project. Thus, the successful bidder agrees to adhere to, and impose on its subcontractors and third-party contractors, any such federal requirements as the federal government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and MTS. The successful bidder acknowledges that this list does not constitute the successful bidder's entire obligation to meet all federal environmental and resource conservation requirements.

- A. Environmental Protection The successful bidder shall comply with the applicable requirements of the National Environment Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order no. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- B. Air Quality
 - 1. The successful bidder shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically:
 - a. The successful bidder shall comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the successful bidder shall implement each air quality mitigation and control measure incorporated in the Project. The successful bidder agrees that any Project identified in a State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.
 - b. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the successful bidder should be aware that the following U.S. EPA regulations, among others may apply to its projects: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.
 - 2. The successful bidder agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor, subrecipient, or itself to FTA and the appropriate U.S. EPA Regional Office.

C. Clean Water

1. The successful bidder shall 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.
2. The successful bidder agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor (at any tier), subcontractor (at any tier), or itself to FTA and the appropriate U.S. EPA Regional Office.

D. Use of Public Lands The successful bidder agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the project unless the FTA makes the specific findings required by 49 U.S.C. § 303.

E. Mitigation of Adverse Environmental Effects The successful bidder agrees that if the project should cause adverse environmental effects, the successful bidder will take all reasonable steps to minimize those effects in accordance with 49 U.S.C. § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The successful bidder agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 U.S.C. § 303) and with any conditions the federal government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. As soon as the federal government and the successful bidder reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The successful bidder agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the federal government.

VI. Energy Efficiency

As an FTA grantee, MTS is required to inform the Contractor of the following information:

The successful bidder agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

VII. Prohibited Interests

As an FTA grantee, MTS is required to inform the Contractor of the following information:

No, member, officer, or employee of a local public body, during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

VIII. Debarment and Suspension

As an FTA grantee, MTS is required to inform the Contractor of the following information:

This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Contractor is required to verify that the Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are not excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.

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

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

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

IX. Title VI Civil Rights Act of 1964

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations The Contractor and any Subcontractors shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; 49 U.S.C. § 5332 and DOT Regulations, "Non-Discrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, or age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- D. Information and Reports The Contractor shall provide all information and reports required by the regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to MTS or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance In the event of Contractor's noncompliance with nondiscrimination provisions of this contract, MTS shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
- withholding of payments to the Contractor under the contract until the Contractor complies; and/or
 - cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions The Contractor shall include the provisions of Sections A through E of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as MTS or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance provided; however, in the event a Contractor becomes involved, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MTS to enter into such litigation to protect the interests of MTS, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

X. Restrictions on Lobbying

- A. MTS and Contractor shall not use federal assistance funds to support lobbying.
- B. In accordance with 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, if the Project exceeds \$100,000, FTA will not make any federal assistance available to the Contractor until FTA has: (a) received the Contractor's certification that the Contractor has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement, or any other federal award from which funding for the project is originally derived, consistent with 31 U.S.C. § 1352, and (b) if applicable, the Contractor's statement disclosing any lobbying with nonfederal funds that has taken place in connection with obtaining any federal financing ultimately supporting the project.
- C. The Contractor agrees to provide MTS a copy of each lobbying disclosure statement with the accompanying lobbying certification provided by a prospective third-party contractor at any tier or subrecipient at any tier. The form is included in this package for your use.

XI. Employee Protections

- A. Construction Activities For construction activities exceeding \$2,000 performed in connection with the project, the successful bidder shall comply with the following construction employee protection requirements:
1. Davis-Bacon Act, as amended The successful bidder shall comply and assure compliance with the requirements of 49 U.S.C. § 5333(a), the Davis-Bacon Act, 40 U.S.C. §§ 276a through 276a (7), and implementing U.S. Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. In addition to other requirements that may apply:
 - a. The successful bidder shall pay wages to laborers and mechanics performing third party contract work at a rate not less than the minimum wages specified

in a wage determination issued by the U.S. Secretary of Labor and not less frequently than once a week. The MTS agrees to furnish the bidder a copy of the current prevailing wage determination issued by the U.S. DOL for third-party contract work under the project upon request, and agrees to refrain from awarding any affected third-party contract until the third-party contractor agrees to the required wage determination.

- b. MTS shall report to FTA every suspected or reported violation of the Davis-Bacon Act or its federal implementing regulations.

- 2. Contract Work Hours and Safety Standards Act, as amended The successful bidder shall comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333; and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- a. In accordance with section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the successful bidder shall assure that, for the project the wages of every mechanic and laborer will be computed on the basis of a standard work week of forty (40) hours, and that each worker shall be compensated for work exceeding the standard work week at a rate of not less than one and one half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The successful bidder shall ensure that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- b. In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the successful bidder shall assure that no laborer or mechanic working on a construction contract shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926."
- c. The requirements of this subsection do not apply to third-party contracts for the purchase of supplies, materials, or articles ordinarily available on the open market.

- 3. Copeland "Anti-Kickback" Act, as amended The successful bidder shall comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 276c, and U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3. In addition to other requirements that may apply:

- a. The successful bidder will not induce, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that employee is otherwise entitled.

- b. MTS shall report every suspected or reported violation of the Copeland "Anti-Kickback" Act or its federal implementing regulations to FTA.
- B. Activities Not Involving Construction For nonconstruction activities exceeding \$2,500 performed in connection with the project, the successful bidder shall comply with the following employee protection requirements:
 1. In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the successful bidder shall assure that, for the project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of forty (40) hours and that each worker will be compensated for work exceeding the standard work week at a rate of not less than one and one half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The successful bidder agrees that determinations pertaining to these requirements will be made in accordance with the applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
 2. The requirements of this subsection do not apply to third-party contracts for the purchase of supplies, materials, or articles ordinary available on the open market.
- C. State and Local Government Employees The successful bidder shall ensure that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 206 and 207, apply to employees performing work involving commerce, including such state and local government employees as public transit authority employees, participating in the project. Consequently, each participant that is a state or local government agrees to comply with the Fair Labor Standards Act's minimum wage and overtime requirements for employees performing work in connection with the project.
- D. Transit Employee Protective Arrangements The successful bidder shall comply with the following requirements applicable to transit operations performed in connection with the project:
 1. Standard Transit Employee Protective Arrangements To the extent that transit operations are involved, the successful bidder shall carry out the project in compliance with terms and conditions determined by the Secretary of Labor to be fair and equitable to protect the interests of employees affected by the project and to meet the requirements of 49 U.S.C. § 5333(b), and U.S. guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which is included in the Grant Agreement or Cooperative Agreement. The successful bidder shall carry out the project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The requirements of this Subsection, however, do not apply to formula assistance projects for the elderly and persons with disabilities authorized by 49 U.S.C. § 5310(a) (2) or to formula assistance projects for nonurbanized areas authorized by 49 U.S.C. § 5311.
 2. Transit Employee Protective Arrangements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for the Elderly and Persons with Disabilities If the Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for public body subrecipients under the project, the successful bidder shall carry out the project in compliance with the terms and conditions determined by the Secretary of

Labor to meet the requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which is included in the Grant Agreement or Cooperative Agreement. The successful bidder shall carry out the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited there in are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement.

3. Transit Employee Protective Arrangement for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas The successful bidder shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

XII. Cargo Preference

If applicable, 46 U.S.C. 1241(b) (1) and 46 C.F.R. Part 381 which imposes U.S. cargo preference requirements on the shipment of foreign made goods shall apply to this procurement.

- A. The Contractor shall utilize privately owned United States-flagged commercial vessels to ship at least fifty (50%) percent of the gross tonnage (competed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flagged commercial vessels.
- B. The Contractor shall furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipments originating outside United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (A) above to the Recipient (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C., 20590, marked with appropriate identification of the project.
- C. The Contractor shall insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

XIII. Reporting, Record Retention, Access to Records

- A. Reports At a minimum, the Contractor agrees to provide MTS and FTA those reports required by U.S. DOT's grant management rules and any other reports MTS or the Federal Government may require.
- B. Record Retention The Contractor shall, during the course of the project and for three years thereafter, maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the project as MTS or the federal government may require for the project.
- C. Access to Records Upon request, the Contractor shall permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the successful bidder and its contractors pertaining to the project. In accordance with 49 U.S.C. § 5325(a), the successful bidder shall require each third-party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect

all work, materials, payrolls, and other data and records involving that third-party contract and to audit the books, records, and accounts involving that third-party contract as it affects the Project.

XIV. Seismic Safety (APPLICABLE TO ALL CONSTRUCTION CONTRACTS FOR NEW BUILDINGS OR ADDITIONS TO EXISTING BUILDINGS)

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

XV. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October 1999) 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.

XVI. FTA Protest Requirements

As an FTA grantee, MTS is required to inform the Contractor of the following information:

A. Duty to Exhaust Local Procedures

Once the Contractor exhausts MTS's protest procedures, as described in applicable MTS Board Policies, the Contractor may request review from the FTA.

B. FTA Review of Protests

The FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures or the grantee's alleged failure to follow such procedures.

Alleged violations on other grounds are under the jurisdiction of appropriate state or local administrative or judicial authorities.

Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. See Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 23.73.

The FTA will only review protests submitted by an interested party, as defined below.

C. Remedy

The FTA's remedy for a grantee's failure to have written protest procedures, or failure to follow such procedures, is limited to requiring the grantee to develop such procedures in reviewing the protest at issue, if the grantee desires the FTA's financial participation in the contract in question. In instances where a grantee has awarded to another bidder or offeror prior to the FTA's decision on the protest, the FTA may refuse to participate in funding the contract.

Definitions For the purposes of this section, the following definitions apply:

Days – refers to working days of the federal government.

File or Submit – refers to the date of receipt by the FTA.

Interested Party – means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.

Bid – include the term “offer” or “proposal” as used in the context of negotiated procurements.

D. Time for Filing

Protestors shall file a protest with the FTA no later than five (5) days after a final decision is rendered under the grantee's protest procedure. In instances where the protestor alleges that the grantee failed to make a final determination on the protest, protestors shall file a protest with the FTA no later than five(5) days after the protestor knew, or should have known, of the grantee's failure to render a final determination on the protest.

Grantees shall not award a contract for five (5) days following the decision on a bid protest, except in accordance with the provisions and limitations of subparagraph h. After five (5) days, the grantee shall confirm with the FTA that it has not received a protest on the contract in question.

E. Submission of Protest to FTA

Protests should be filed with the appropriate FTA regional office with a concurrent copy to the grantee.

The protest filed with the FTA shall include the name and address of the protestor; identify the grantee, project number, and the number of the contract solicitation; and contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures, or the alleged failure to have procedures and be fully supported to the extent possible. A copy of the local protest filed with the grantee and a copy of the grantee's decision should be included, if any.

F. Grantee Response

The FTA shall notify the grantee in a timely manner of the receipt of a protest. The FTA shall instruct the grantee to notify the contractor of the protest if award has been made, or, if no award has been made, to notify all interested parties. The grantee shall notify all who receive such notice that they may communicate further directly with the FTA.

The grantee shall submit the following information no later than ten (10) days after receipt of notification by the FTA of the protest: a copy of the grantee's protest procedure; a description of the process followed concerning the protestor's protest; and any supporting documentation.

The grantee shall provide the protestor with a copy of the above submission.

G. Protestor Comments

The protestor must submit any comments on the grantee's submission no later than ten (10) days after the protestor's receipt of the grantee's submission.

H. Withholding of Award

When a protest has been filed in a timely manner with the grantee before award, the grantee shall not make an award prior to five (5) days after the resolution of the protest, or if a protest

has been filed with the FTA, during the pendency of that protest, unless the grantee determines that the items to be procured are urgently required; delivery or performance will be unduly delayed by failure to make the award promptly; or failure to make prompt award will otherwise cause undue harm to the grantee or the federal government.

In the event that the grantee determines that the award is to be made during the five (5) day period following the local protest decision, or the pendency of a protest, the grantee shall notify the FTA prior to making such award. The FTA will not review the sufficiency of the grantee's determination to award during the pendency of a protest prior to the FTA's bid protest decision. The FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

I. FTA Action

Upon receipt of the submissions, the FTA will either request further information or a conference among the parties or will render a decision on the protest.

XVII. 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 C.F.R. 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.

XVIII. Charter Bus and School Bus Service Requirements (APPLICABLE ONLY TO OPERATIONAL BUS SERVICE CONTRACTS)

- A. Charter Service Operations The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- B. School Bus Operations Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

XIX. Recycled Products Requirements (APPLICABLE TO ALL CONTRACTS INVOLVING ITEMS DESIGNATED BY THE EPA, WHERE THE PROCURING AGENCY PURCHASES \$10,000 OR MORE OF ONE OF THESE ITEMS IN A FISCAL YEAR, OR WHEN THE COST OF SUCH ITEMS PURCHASED DURING THE PREVIOUS FISCAL YEAR WAS \$10,000)

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 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

XX. Privacy Act Requirements

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:

- A. 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.
- B. 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 the FTA.

XXI. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (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. 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 MTS requests which would cause MTS to be in violation of the FTA terms and conditions.

XXII. Patent and Rights in Data

- A. Rights in Data These following requirements apply to each contract involving experimental, developmental or research work:
 - 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
 - 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

- b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA.
- c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work.

- g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
 - 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- B. Patent Rights The following requirements apply to each contract involving experimental, developmental, or research work:
 - 1. General If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Contractor agrees to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 - 2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - 3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

XXIII. Drug and Alcohol Testing Requirements (APPLICABLE TO OPERATIONAL BUS SERVICE CONTRACTS)

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, any California regulation agency, or MTS, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 when requested by MTS and to submit the Management Information System (MIS) reports before March 1 annually to MTS. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

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3/13/07 (REVISED)

Attachments: Buy America Certificate
 Additional Information for Buy America Certificate - Alternative B
 Subcontractor's Statement of Eligibility
 Public Contract Code Section 10162 Questionnaire/Statement of Eligibility
 Noncollusion Affidavit
 Certification of Restrictions on Lobbying
 Disclosure of Lobbying Activities
 Disclosure of Lobbying Activities Continuation Sheet
 Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

BUY AMERICA CERTIFICATE

ALTERNATIVE A

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 C.F.R. 661.

Name of Contractor: _____

Signature of Contractor: _____ Date: _____
(SIGN HERE)

ALTERNATIVE B

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 C.F.R. 661.7.

Name of Contractor: _____

Signature of Contractor: _____ Date: _____
(SIGN HERE)

NOTE: COMPLETE EITHER ALTERNATIVE A OR B - DO NOT COMPLETE BOTH.

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ADDITIONAL INFORMATION FOR BUY AMERICA CERTIFICATE - ALTERNATIVE B

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 C.F.R. 661.7.

Item No.	Description	Type of Waiver Requested by No. (1)	Indicate Rolling Stock or Nonrolling Stock	Description of Foreign Components of Item	Unit Procurement Cost of Foreign Components

Notes: (1) For "Type of Waiver Requested," See Buy America, Name of Contractor: _____
Section 7-5.8. List Type 1, 2, 3, or 4.

(2) Bidder must complete either Alternative A or B
Buy America Certificate.

Signature of Contractor: _____
(SIGN HERE)

Date: _____

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SUBCONTRACTOR'S STATEMENT OF ELIGIBILITY

_____ certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency.

Where the Subcontractor is unable to certify any of the statements in the certification, such Subcontractor shall attach an explanation with this form.

The Subcontractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable.

Name and Title of Official

Signature: _____ Date: _____

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PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the contractor, any officer of the contractor, or any employee of the contractor who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES ☐

NO ☐

If the answer is yes, explain the circumstances in the following space.

Name of Contractor: _____

Signature of Contractor: _____ Date: _____
(SIGN HERE)

STATEMENT OF ELIGIBILITY

_____ hereby certifies that it

☐ is ☐ is not
(Must Check One)

included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts.

Name of Contractor: _____

Signature of Contractor: _____ Date: _____
(SIGN HERE)

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NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid; and has not, directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Contractor: _____

Signature of Contractor: _____ Date: _____
(SIGN HERE)

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**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

The CONTRACTOR hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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 is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20_____.

Name of Contractor: _____

Signature of Contractor: _____ Date: _____
(SIGN HERE)

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action ☐ a. bid/offer/application ☐ b. initial award ☐ c. postaward	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address if different from No. 10a)
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned		13. Type of Payment (check all that apply); ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ other; specify: _____
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

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DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, or the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10.
 - A. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
 - B. Enter the full names of the individual(s) performing services, and include full address if different from 10A. Enter last name, first name, middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBLE AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Lower Tier Participant (Applicant for a third-party subcontract or sub-grant under a FTA Project), _____, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Lower Tier Participant (Applicant for a third-party subcontract or sub-grant under a FTA Project), is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid.

THE LOWER TIER PARTICIPANT (APPLICANT FOR A THIRD-PARTY SUBCONTRACT OR SUB-GRANT UNDER A FTA PROJECT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET.SEQ. ARE APPLICABLE THERETO.

Authorized Official

Attorney's Signature

Title of Authorized Official

Date

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SECTION E

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SAN DIEGO METROPOLITAN TRANSIT SYSTEM

EQUAL OPPORTUNITY PROGRAM
WORKFORCE REPORT

Metropolitan Transit System (MTS) enforces an Equal Opportunity (EEO) program established under MTS policies and procedures No. 26. This program prohibits discrimination in employment and requires MTS Contractors to be equal opportunity employers. You may submit a copy of the Employer Information Report, EEO-1, in lieu of this form.

PLEASE COMPLETE ALL SECTIONS OF THIS FORM:

A. Name of Company: _____

B. AKA/DBA: _____

C. Address of Establishment Located in San Diego County (if different from above):

D. If there is no office in San Diego County, or if there are less than fifteen (15) employees in that office, include an address for your regional office that will oversee the work under MTS's contract:

City County State Zip Code

E. Employment Data - Include the employees located in San Diego County only, unless your firm employs fewer than fifteen (15) people locally. In the event, you should list the workforce of the regional office that will oversee the work under MTS's contract. Report all permanent full-time and part-time employees including apprentices and on-the-job trainees. Blank spaces will be considered as zeros.

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OCCUPATIONAL CATEGORY	African American		Hispa nic		Asian or Pacific Islander		Native Ameri can		Other		Over all Total	
	M	F	M	F	M	F	M	F	M	F	M	F
Executive/Managerial												
Engineers/Architects/ Surveyors												
Professionals (N.E.C.)												
Technicians												
Sales												
Administrative Support												
Protective Services												
Services (N.E.C.)												
Craft Workers (Skilled)												
Machine Operators, Assemblers & Inspectors												
Transportation and Material Moving												
Laborers (Unskilled)												
TOTALS FOR EACH COLUMN												

Indicate by gender and ethnic code the number of the above workforce, which are persons with disabilities:

DISABLED												
----------	--	--	--	--	--	--	--	--	--	--	--	--

F. The undersigned hereby certifies that the foregoing data contained herein is true and correct:

Authorized Signature

Name of Signee

Title

Date

G. Name, Address and Phone Number of Person to Contact Regarding this Report:

METROPOLITAN TRANSIT SYSTEM
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

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ETHNIC IDENTIFICATION:

African American: (NOT OF HISPANIC ORIGIN): All persons having origins in any of the black racial groups of Africa.

Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area, includes, China, Japan, Korea, the Philippine Islands, and Samoa.

Native American: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition

Other: Caucasian and others not falling into one of the designated categories.

DISABLED DEFINITION

Any person who 1) has a physical or mental condition which limits one or more of such person's major life activities, 2) has a history of such a condition, or 3) is regarded as having such a condition. For purposes of this definition, "major life activity" means any mental or physical function or activity, which if impaired, creates a substantial barrier to employment.

OCCUPATIONAL CATEGORY LIST

Executive/Managerial

Executive, Management Related

Engineers/Architects/Surveyors

Professionals (N.E.C.)*

Mathematical and Computer Scientists

Natural Scientists

Health Diagnosing

Health Assessment and Treating

Teachers, Postsecondary

Teachers, except Postsecondary

Counselors, Educational and Vocational

Librarians, Archivists, Curators

Social Scientists and Urban Planners

Social, Recreation and Religious Workers

Lawyers and Judges

Writers, Artists Entertainers & Athletes

Technicians

Health Technologists and Technicians

Engineering and Related Technologists and Technicians

Science Technicians

Technicians, Except Health, Engineering and Service
Sales

Supervisors and Proprietors

Sales Representatives, Finance and Business
Services

Sales Representatives, Commodities except Retail

Sales Workers, Retail and Personal Services

Other Sales Related

Administrative Support

Supervisors of Administrative Support

Computer Equipment Operators

Secretaries, Stenographers, Typists

Information Clerks

Records Processing, Except Financial

Financial Records Processing

Duplicating and Other Office Machine Operators

Communications Equipment Operators

Mail and Message Distributing

Material Recording and Distributing Clerks

Adjusters and Investigators

Other Office/Clerical

*N.E.C.: Not Elsewhere Classified

Protective Services

Supervisors of Protective Services

Firefighting and Fire Prevention

Police and Detectives

Guards & Other Protective Services

Services (N.E.C.)*

Private Households

Food Preparation and Services

Health Services

Cleaning and Building Services

Personal Services

Craft Workers (Skilled)

Supervisors of Mechanics and Repairers

Vehicle and Mobile Equipment Mechanics and Repairers

Heating, Air Conditioning, Refrigeration, Mechanics

Other Mechanics and Repairers

Supervisors of Construction Trades

Construction Trades, Except Supervisors

Extractive Occupations

Precision Production Occupations

Machine Operators, Assemblers & Inspectors

Metalworking and Plastic Working Machine Operator

Metal and Plastic Processing Machine Operators

Woodworking Machine Operators

Printing Machine operators

Textile, Apparel and furnishing Machine Operators

Machine Operators, Assorted Materials

Fabricators, Assembler and Hand Working Occupations

Production Inspector, Tester, Sampler, Weigher

Transportation and Material Moving

Motor Vehicle Operators

Rail Transportation Occupations

Water Transportation Occupations

Material Moving Equipment Operators

Laborers (Unskilled)

Handlers

Equipment Cleaners

Helpers & Laborers

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
REQUEST FOR PRE-OFFER CHANGE OR APPROVED EQUAL

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in the 'Key Calendar Dates of Events' (Page 6).

Request #: _____	Proposer: _____
Solicitation Ref: _____	Page: _____ Section: _____
Questions/Clarification or Approved Equal: _____ _____ _____ _____ _____ _____ _____ _____	
MTS: _____ _____ _____ _____ _____ _____ _____ _____	

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SAN DIEGO METROPOLITAN TRANSIT SYSTEM

TYPE OF BUSINESS FORM

Name of Proposer: _____

Principal Business Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

1. What form of business is your organization? Please check one of the following.

☐ Sole Proprietorship

☐ Partnership (Limited ☐ / General ☐)

☐ Corporation

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

3. If a Limited Partnership, when and where is your organization certified? _____

4. State of California certified DBE, ESB, or other? ☐ Yes / ☐ No

If yes, Certification Number: _____

Date: _____

Firm: _____

Signature: _____

Name (Printed): _____

Title: _____

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SAN DIEGO METROPOLITAN TRANSIT SYSTEM

SAFETY DEPARTMENT STANDARD OPERATING PROCEDURES

FOR

CONTRACTORS SAFETY AND HEALTH REQUIREMENTS

(SAF 016-03)

January 2003

SAF 016-03

Purpose: To establish environmental, safety and health requirements for San Diego Transit Corporation's Contractors.

Background: SDTC is committed in providing and maintaining a safe work place, safe plant and equipment, and a safe and competent workforce as required by legislation and best industrial practice for our employees, customers, visitors, and general public.

To support this commitment, we require our Contractors to provide adequate leadership and safety training for their employees and require the same of their sub-Contractors.

Objectives: This SOP requires all SDTC Contractors to:

- Comply with the environmental, safety and health requirements of the contract as per FTA, OSHA, Cal OSHA, and San Diego Transit Corporation.
- Assign a competent person the responsibility for the implementation of the safety regulations, personal protective equipment usage and compliance with hazardous materials/environmental policies, and drug and alcohol program.
- Ensure that all Contractor employees and sub-Contractors are trained and educated in safety and support on-site Contractors on safe work and SDTC safety programs.
- Sign the SDTC Contractual Agreement with Outside Agencies (Safety Rules).

SDTC Representatives are required to:

- Pro-actively monitor the Contractors' workplace to identify all occupational health and safety hazards – Departmental/Safety representative.
- Safety and contract requirements compliance – Audit/Inspection conducted and documented (schedule and spot check) by Quality Assurance Department.

NOTE: Copies of both MTS Illness and Injury Prevention Program (IIPP) and the MTS Maintenance Department Code of Safe Practices are available in the Safety Department's office. MTS handles the Engineering/Construction site safety plans.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

SAFETY RULES

**MTS Contractual Agreement with Outside Agencies
Work on MTS Premises**

A. Safety Rules

These safety rules apply specifically to Contractors, Contractor's employees, or sub-Contractors working on Metropolitan Transit System (MTS) property. Any loss or damage, including death, resulting from Contractors, Contractor's employees, or subcontractor's negligence shall hold MTS management and employees harmless from any such loss. No work shall be performed on MTS property without approval and proper permits, when required. Requirements:

1. Comply with Cal OSHA, state, local and MTS' safety, and environmental policies.
2. Observe and follow all posted facilities safety regulations.
3. Use the proper Personal Protective Equipment required for the job.
4. No illegal drugs or alcohol will be consumed on site or off the premises while working for MTS.

B. Use of Tools and Equipment (when required)

1. Required Tools and Equipment must be in good condition, safe for use and calibrated (if required).
2. Follow safe engineering work practices/procedures.
3. Wear the required personal protective equipment when using tools.

C. Machinery and Vehicles (when required)

1. Do not attempt to operate MTS machinery or equipment without special permission.
2. Only licensed operators may operate Forklift Trucks and other equipment on MTS occupied spaces.

D. Contractor Requirements

1. Valid Contractor's license number.

Date: _____

Authorized Representative: _____ Title: _____
Signature

Your signature implies that you have read and understand and agree to follow these safety requirements.

**RETURN THIS FORM WITH YOUR PROPOSAL
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SAN DIEGO METROPOLITAN TRANSIT SYSTEM

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ hereinafter referred to as "Contractor," as principal, and _____ as Surety, are held and firmly bound unto the San Diego Metropolitan Transit System, State of California, in the sum of _____ dollars (\$_____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into contract with the San Diego Metropolitan Transit System for: _____, according to RFP B0521.0-09 at _____, _____, and is required under the terms of the Contract to give this bond in connection with the execution of said contract.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the San Diego Metropolitan Transit System, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, It shall be and remain in full force and virtue. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications. In the event suit is brought upon this bond by the San Diego Metropolitan Transit System and judgment is recovered, the Surety shall pay all litigation expenses incurred by the San Diego Metropolitan Transit System in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor, as principal, and Surety above named, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body. WITNESS our hands this _____ day of _____, 20____. (Seal)

Official Legal Name of Bidding Firm or Individual Surety
(Type or Print)

Signed by:

Signed by:

Type or Print Name

Type or Print Name and Title

Type or Print Title

Approved

*NOTE: Appropriate Notarial Acknowledgements of Execution by Contractor and Surety must be completed and attached. The Surety's Power of Attorney must also be attached.

**RETURN THIS FORM WITH YOUR PROPOSAL
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SAN DIEGO METROPOLITAN TRANSIT SYSTEM
ABILITY TO MEET MINIMUM INSURANCE REQUIREMENTS

I have read, I understand, and shall meet, the insurance requirements contained in the RFP accompanying this proposal and I have furnished a copy to my insurance provider for his review prior to submitting an Offer.

If this proposal is accepted, and should I fail to meet the insurance requirements of the RFP within the time specified herein, the acceptance of the proposal shall be null and void.

Signature of Offeror: _____ Date: _____
(SIGN HERE)

**RETURN THIS FORM WITH YOUR PROPOSAL
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SECTION F

	<u>PAGE</u>
F.1 <u>MOBILE ON BOARD VIDEO SURVEILLANCE SYSTEMS ADDENDA</u> <u>ACKNOWLEDGEMENT FORM</u>	106

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
MOBILE ON BOARD VIDEO SURVEILLANCE SYSTEMS
MTS DOC. NO. B0521.0-09

ADDENDA ACKNOWLEDGEMENT FORM

Proposer acknowledges the receipt of the following Addenda:

ADDENDUM	CHECK (✓) RECEIVED	DATE RECEIVED		ADDENDUM	CHECK (✓) RECEIVED	DATE RECEIVED
ADDENDUM NO. 1				ADDENDUM NO. 4		
ADDENDUM NO. 2				ADDENDUM NO. 5		
ADDENDUM NO. 3				ADDENDUM NO. 6		

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ **FAX:** _____



PLEASE PRINT NAME OF INDIVIDUAL RESPONSIBLE FOR THE PREPARATION OF THIS PROPOSAL:

DATE: _____

PRINT NAME: _____

SIGNATURE OF PROPOSER: _____
(Sign Here)

TITLE: _____

**RETURN THIS FORM WITH YOUR PROPOSAL
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SECTION G

PAGE

G.1 SAMPLE INSURANCE CERTIFICATE ATTACHED..... 108-109

G.1 SAMPLE OF INSURANCE CERTIFICATE

Client#: 5387		SDMETROPTRA1	
ACORD CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY) Current
PRODUCER Name Address Address Continued Phone Number		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	
Contract Holder Name Address Address Continued Phone Number		INSURER A: GL Insurance Company	
		INSURER B: AL Insurance Company	
		INSURER C: WC Insurance Company	
		INSURER D: PL Insurance Company	
		INSURER E:	
		NAIC #	
		00000	
		00000	
		00000	
		00000	

COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
POLICY CODE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO. ☐ LOC.	Sample 00123	11/01/2007	11/01/2008	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS GARAGE LIABILITY ☐ ANY AUTO EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$	Sample 00456	11/01/2007	11/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AUTO ONLY - AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below. OTHER	Sample 00789	11/01/2007	11/01/2008	☒ WC STATU. ☐ OTH. ☐ LTD. E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL TERMS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Contract Number(s) B0521 0-09
 With respect to General Liability and Automobile Liability, San Diego Metropolitan Transit System (MTS), San Diego Trolley Inc (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV) and San Diego Transit Corporation (See Attached Descriptions)

CERTIFICATE HOLDER Metropolitan Transit System 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490	CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Signature Required
--	---

POLICY NUMBER: Sample 00123

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES or
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

San Diego Metropolitan Transit System (MTS), San Diego Trolley Inc (SDTI),
San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV) and
San Diego Transit Corporation (SDTC), their directors, officers, agents, and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Re: Contract Number(s)

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY
AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED
SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS
INSURANCE.

CG 20 10 11 85

SECTION H

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APPENDIX B.....	113
APPENDIX C.....	114-115

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

APPENDIX A

BUS INFORMATION FOR IAD & KMD (Current listing, subject to change)

Year	Make	Model	Quantity
1995	New Flyer	40' High Floor	9
1997	New Flyer	40' Low Floor	27
2000	New Flyer	40' Low Floor (camera provisions – existing systems 19/31*)	31
2001	New Flyer	40' Low Floor (camera provisions – existing systems 62/71*)	71
2001	New Flyer	60' Low Floor (camera provisions*)	13
2005	New Flyer	40' Low Floor (camera provisions – existing systems 7/7*)	7
2008	New Flyer	40' Low Floor (camera provisions – existing systems 30/50*)	50
2008	NABI	60' BRT Low Floor (pre-wired for cameras**)	26
2008	New Flyer	35' Low Floor Elec. Hybrid (camera provisions*)	12
Total			246

* These buses have camera provisions that consist of conduit and pull wires to six (6) camera locations and may have existing systems installed in all or part of fleet (2008 New Flyers have provisions for seven (7) cameras). Camera provisions may or may not be the final camera locations.

** These buses are pre-wired to nine (9) camera locations.

BUS INFORMATION FOR SBMF (Current listing, subject to change)

Year	Make	Model	Quantity
2000	New Flyer	40' Low Floor (camera provisions*)	24
2001	New Flyer	40' Low Floor (camera provisions*)	20
2005	New Flyer	40' Low Floor (camera provisions – existing systems 34/40*)	40
2007	El Dorado	32' Low Floor	7
2009	New Flyer	40' Low Floor (camera provisions*) (on order)	73
Total			164

* These buses have camera provisions that consist of conduit and pull wires to six (6) camera locations and may have existing systems installed in all or part of fleet (2009 New Flyers have provisions for seven (7) cameras). Camera provisions may or may not be the final camera locations.

BUS INFORMATION FOR ECMF (Current listing, subject to change)

Year	Make	Model	Quantity
1995	Gillig	35' High Floor	6
2001	El Dorado	29' High Floor	5
2001	New Flyer	40' Low Floor (camera provisions*)	41
2007	Blue Bird	45' High Floor	26
2009	El Dorado	29' High Floor (on order)	5
Total			83

* These buses have camera provisions that consist of conduit and pull wires to six (6) camera locations. Camera provisions may or may not be the final camera locations.

BUS INFORMATION FOR CVT (Current listing, subject to change)

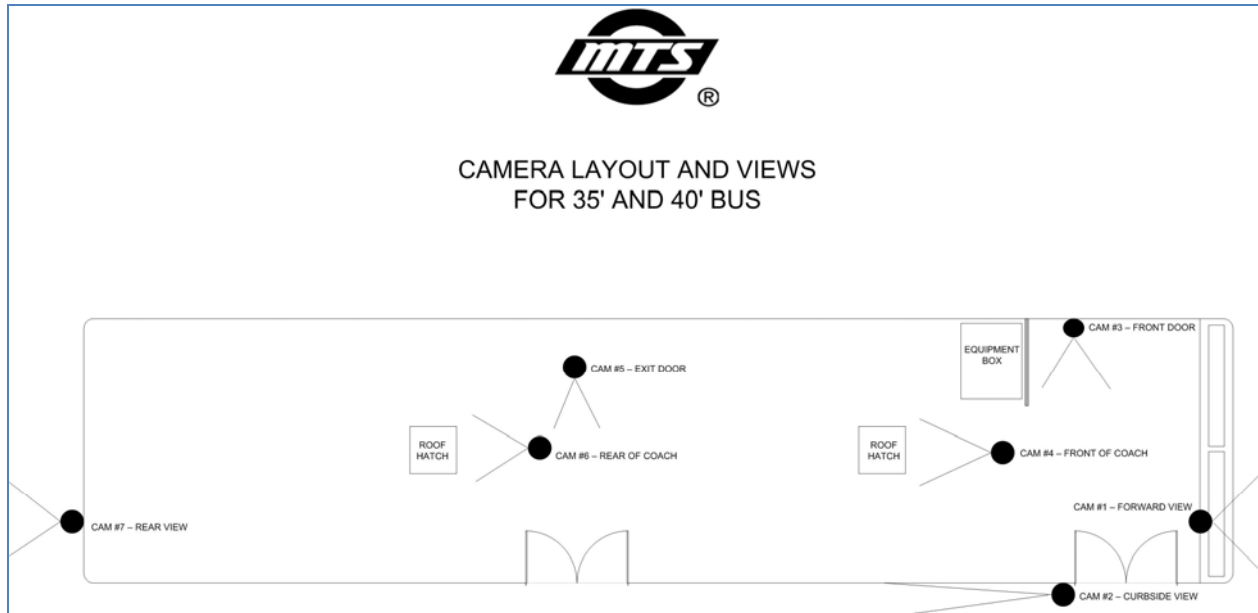
Year	Make	Model	Quantity
2000	New Flyer	40' Low Floor (camera provisions*)	15
2001	New Flyer	40' Low Floor (camera provisions*)	12
2005	El Dorado	30' Low Floor	6
2008	New Flyer	40' Low Floor (camera provisions*)	5
2009	New Flyer	40' Low Floor (camera provisions*) (on order)	2
Total			40

* These buses have camera provisions that consist of conduit and pull wires to six (6) camera locations (2008 and 2009 New Flyers have provisions for seven (7) cameras). Camera provisions may or may not be the final camera locations.

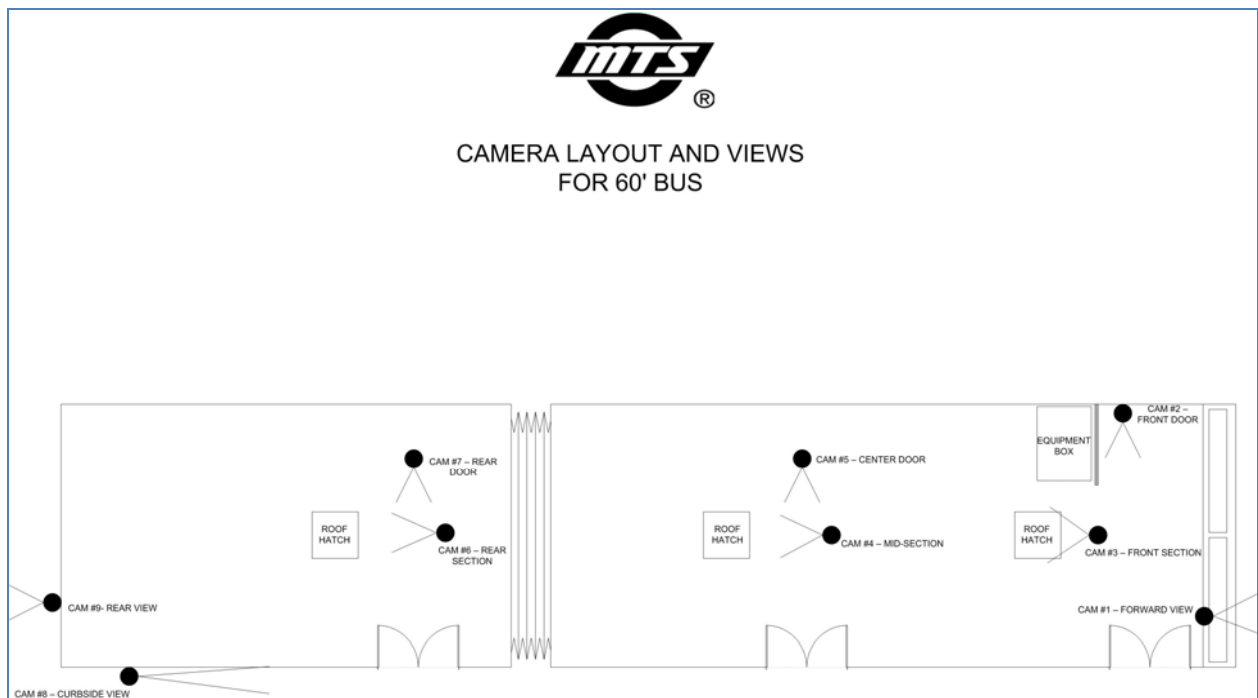
SAN DIEGO METROPOLITAN TRANSIT SYSTEM

APPENDIX B

Camera Layout and Views for 35' and 40' Buses:



Camera Layout and Views for 60' Buses:



APPENDIX C

OFFEROR'S FINANCIAL QUESTIONNAIRE FORM
B521.0-09
MOBILE ON-BOARD VIDEO SURVEILLANCE

1. Name of Firm: _____
Address: _____
Contact Name: _____
Contact Information: Phone: _____ Fax: _____
Email: _____
2. Provide the client names and addresses (with contacts and phone numbers) for three clients for which Offeror has performed similar work within the past three years:
A.) _____
B.) _____
C.) _____
3. Name your principal financial institution for financial responsibility reference.
Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: (____)____ - _____
Officer Familiar with Bidder's Account: _____
4. Name the surety company from which you have previously obtained Performance Bonds.
Name of Surety Company: _____
Local Street Address: _____
City and State: _____ Telephone: (____)____ - _____
Person Familiar with Bidder's Account: _____
5. Contractor's State License No.: _____
Original Date Issued: _____ Expiration Date: _____
Note: The above representations regarding the Contractor's license are made under penalty of perjury.
Signed _____ Date _____

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RETAIN OTHER PAGES FOR YOUR RECORDS

6. All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this bid proposal are as follows:

7. Has Proposer ever failed to complete any work awarded to it? If so, when, where and why?

8. Corporation organized under the laws of the State of _____

Official, legal name of bidding firm or individual (Type or Print)

Signed by: _____ Date: _____

Type or Print Name and Title

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