



REQUEST FOR PROPOSALS

No. R10-092SP

PROVIDE MOBILE DIGITAL VIDEO SECURITY EQUIPMENT

**FOR
THE CITY OF COLORADO SPRINGS
TRANSIT SERVICES DIVISION**

NOTE: Subject to the EECBG Funding Requirements

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled. (See Schedule I, 1.2 for specific date and time)

PROPOSALS ARE DUE NO LATER THAN 3:00 PM

Thursday, October 21, 2010

Contact:
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SECTION I

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements. Proposal will be posted on the City Contracting web-site, www.springsgov.com, on September 23, 2010.

GENERAL INFORMATION

City Contracting no longer maintains a bidders' list. All projects subject to formal competition are posted on our website or in the lobby of our office at 30 S. Nevada Ave. Ste 201, Colorado Springs CO. 80903.

The City has a free e-mail service through which you may be automatically notified when a project has been posted. To request this service, please go to www.springsgov.com at the top of the page click on the "Subscribe to our site for email city news, events and updates" and follow the instructions to register for this service.

To view current projects on the City Contracting webpage, go to www.springsgov.com, go to City Agencies and then click on Procurement Services, click the blue link to the left of the page "Current RFP's and Bid Invitations", then click "Continue" at the bottom of the page. This will bring you to the "projects page" which lists City projects. Each listing has two links on the page which you can access.

The first link called "Project Description" gives all pertinent data regarding the project #, project name, due date, etc.

The second link "Download RFP/IFB" will allow you to view, download and print the project documents.

If there are accompanying plans with this project, the fee (if any) will also be listed. Local vendors need to come in to our office to pick up the plans. Other interested parties can order the plans online and arrange payment and/or shipping of the project documents via check, Visa/MasterCard and your Fed-Ex number.

1.1 SUBMISSION OF PROPOSAL

- a. **Sealed offers** are to be submitted to:

Sue Podczervinski, CPPB
Senior Contracting Specialist
30 S. Nevada Avenue, Suite 201
Colorado Springs, CO 80903

*******NO LATE OFFERS WILL BE ACCEPTED*******

- b. **Date/Time**: Proposals shall be received on or before **3:00 pm, Thursday, October 21, 2010.**

- c. **Identification of Proposal**:

Proposals shall be submitted in a sealed envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror's name clearly marked on the outside of the envelope(s) or container(s).

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Due Date: Thursday, October 21, 2010 - 3:00 P.M.

Company: _____

- d. Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposal and then resealed.

1.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled for **Thursday, September 30, 2010, at 10 a.m.** at the Transit Services Division, 1015 Transit Drive, Colorado Springs, CO 80903.

This pre-bid conference is not mandatory; however, consultants are urged to attend in order to voice their comments, concerns and/or questions.

1.3 NUMBER OF COPIES

Offerors shall submit one unbound original set and six **(6)** copies of the proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Colorado Springs. The unbound original copy shall be clearly marked '**ORIGINAL**'.

1.4 SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall govern the preparation and submission of proposals and any contract that may ensue. Please note the following definitions of terms as used herein:

- The term "Request for Proposal (RFP)" means a solicitation of a formal sealed proposal following submission of which changes in proposals and/or prices are allowed, and the offer deemed by The City of Colorado to be most advantageous in terms of criteria as designated in the Request for proposal is accepted.
- The term "Offeror" means the person, firm, or corporation which submits a formal sealed proposal and which may or may not be successful in being awarded the contract.
- The term "Contractor" or "Consultant" means the Offeror who is awarded the contract to provide the products or services specified.
- The term "Statutory" means requirements of Colorado law.

1.5 PROPOSAL INFORMATION

- a. All questions regarding proposal preparation, the selection process, specifications, and interpretations of the terms and conditions of the RFP shall be submitted in writing no later than **seven (7) calendar** days prior to the deadline for submission of offers.
- b. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Offerors are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City of Colorado Springs assumes no obligation or responsibility for asserting legal arguments on behalf of potential Offerors.

1.6 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.7 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.8 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. The Offerors are required to acknowledge receipt of any Amendments (addenda) issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers (see 1.1 above).

The City of Colorado Springs will post all addenda on the City's web-site www.springsgov.com. It is the Offeror's responsibility to check the web-site for posted addenda or contact the Contracting Specialist listed to confirm the number of Amendments which have been issued.

1.9 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer (see 1.1 above).

1.10 ACCEPTANCE

- a. Any offer received shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.
- b. By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado at any time within 60 calendar days from the date of submission deadline (see 1.1 above). The acceptance period of 60 calendar days from the date of submission will automatically be extended for an additional 60 calendar days unless the proposal expressly states in it that the acceptance period is limited to the initial 60 calendar day period.
- c. The City of Colorado Springs reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

1.11 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation costs shall be at the Offeror's expense and are the Offeror's total responsibility.

1.12 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in the RFP to determine the best value including price and other factors in the proposal submitted (see Section IV for evaluation elements).

1.13 CONTRACT ADMINISTRATION

The City of Colorado Springs, Transit Services Division, shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

1.14 SCHEDULE OF EVENTS

The upcoming schedule of events is tentatively scheduled as follows:

Advertise (Post on City Web-site)	Thursday, September 23, 2010
Issue Request for Proposal	Thursday, September 23, 2010
Pre-Proposal Conference	Thursday, September 30, 2010 at 10 a.m.
Proposal Due Date	Thursday, October 21, 2010 by 3 P.M.
Short List Selection, if applicable	TBD
Short List Interviews (if applicable)	TBD
Award of Contract (Letter of Intent)	TBD
Notice to Proceed	TBD

1.15 INQUIRIES

Questions about the RFP shall be in writing and directed to Sue Podczervinski, at the following address. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.8 Amendments.

Sue Podczervinski
Senior Contracting Specialist
Contracting and Contracts Office
30 S. Nevada Ave. Suite 201
Colorado Springs, CO 80903
Telephone (719) 385-5287
Fax: (719) 475-8477
E-mail: spodczervinski@springsgov.com

The preferred method of submitting questions is by e-mail to the Contracting Specialist.

1.16 PERFORMANCE PERIOD

The performance period for this contract is to be proposed by the Offeror or all work must be completed by 120 calendar days from the issuance of the Notice to Proceed. Please provide a schedule with your proposal.

1.17 DEBRIEFING

Offerors not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected.

A debriefing may be scheduled by contacting the Contracting Specialist listed above in 1.15. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after notification that your firm was not selected.

1.18 DULY AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror's company empowered with the right to bind the Offeror. The Offeror must also provide evidence of the authority of the officer or agent to bind the Offeror.

1.19 SUBSTANTIVE PROPOSALS

The contractor shall certify (a) that contractor's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that contractor has not directly or indirectly induced or solicited any other contractors to put in a false or sham bid; (c) that contractor has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; and (d) that contractor has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City of Colorado Springs; and (e) contractor shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

1.20 OFFEROR'S QUALIFICATIONS

Each Offeror may additionally be required to show that they have satisfactorily provided products and performed similar work with companies, organizations or municipalities in the past and that no claims of any kind are pending against such work. No proposal will be accepted from an Offeror who is engaged on any work, which would impair their ability to perform or finance this work. All such work shall be revealed in the Proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Offeror who is in arrears to the City of Colorado Springs, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City of Colorado Springs.

1.21 NON-COLORADO CORPORATIONS

Unless waived by the City of Colorado Springs, before or at the time that the contract is awarded to a corporation outside the State of Colorado, such corporation shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such corporation must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.22 ENVIRONMENTAL SUSTAINABILITY PRINCIPLES

After the contract is awarded to the successful bidder, the City will request you provide your company's ability to help the City implement its Environmental Sustainability Principles in regard to this item. This will be for our records only and not a factor in contract compliance. Examples would be: recycled and recyclable materials, avoiding toxic materials, resource conservation practices, pollution prevention and your company's green practices, etc.

1.23 BOND REQUIREMENTS

The successful Contractor shall furnish to the City of Colorado Springs, Performance, Labor & Payment, and Maintenance bonds in the amount of 100% of the total contract within ten (10) calendar days after notification of award of the contract. The cost of the bonds shall be included in the Contractor's proposed price offer. Please show bond cost as a separate line item.

Bonds shall:

- Be for the full amount of the contract price
- Guarantee the Contractor's faithful performance of the work under this contract, and the prompt and full payment for all labor and materials involved therein.
- Guarantee protection to the City of Colorado Springs against liens of any kind.
- Be, when a surety bond is furnished, from a surety company operating lawfully in the State of Colorado and shall be accompanied with an acceptable "Power-of-Attorney" form attached to each bond copy.
- Be issued from a surety company that is acceptable to the City of Colorado Springs.
- Be submitted using the forms in Exhibit 5 of this solicitation.

Bond amount requirements may be subject to negotiation. The City will review and consider additional options. Please provide a description and associated pricing for proposed alternative/s.

1.24 SPONSORSHIP OPPORTUNITIES

Describe any potential efforts you firm may be willing to provide towards sponsorships and City events (i.e. advertising on the City's website, financial support towards City/Community fundraising, event sponsorship, etc.).

SECTION II

2.0 GENERAL INFORMATION

2.1 SUMMARY OF INTENT

The City of Colorado TSD Services Division (TSD) is soliciting Proposals from firms interested in the sale and installation of turnkey mobile, digital video security equipment on bus and follow-on services.

The fully integrated system should be designed for use in up to sixty (62) 25', 29', 35' and 40' Transit Buses in a combination of standard floor and low floor configurations. Additionally, respondents shall be required to propose an option for installing a video system in forty (48) Para Transit Vans used for the City's Demand Response service.

2.2 BACKGROUND INFORMATION

TSD operates 60 fixed-route buses and 48 paratransit vans that serve the entire Colorado Springs Metropolitan area as well as adjoining municipalities. Hours of operation are generally from 6:00 AM. - 11:00 PM. TSD currently contracts with two service providers for the operation of both fixed-route and paratransit services. The maintenance facilities are located at 1145 Transit Drive, Colorado Springs, CO 80903 and 2930 N. El Paso St.

2.3 OBJECTIVES / SCOPE

The objective is to design, furnish and install mobile, digital video security equipment with an emphasize security issues through the application of appropriate innovative technology, tools and methods that take advantage of the best technology while minimizing risks associated with untried solutions. All proposed solutions must be able to fully integrate with Trapeze Module Applications.

This Request for Proposal is intended to provide a basis for selection of such a firm.

2.4 GENERAL DESCRIPTION

2.4.1 DIGITAL VIDEO CAMERA SYSTEM

The contractor shall provide and install on each bus a digital video camera system specifically designed and manufactured for the mobile, transit environment with frequent system starts and stops.

Video Surveillance System – Gillig Buses (48 pre-wired)

MFR/Model: Kalatel Mobilview III, or approved equal, pre-wired only with cable covers

(6) Camera Pre-Wire, cables routes from specified locations to electrical equipment box

#1 Views Fare box and Entrance door

#2 Views Aft air tank to rear of bus

#3 Views Exit Door

#4 Views settee/aisle at rear riser

#5 Views road from windshield

#6 Views above front door to rear of bus

The contractor shall provide a minimum of two (2) year warranty covering 100% of all parts and labor on the system. This warranty period shall commence on the acceptance date of the bus. As part of this warranty,

contractor shall provide all software updates, upgrades or new releases available during the warranty period at no additional cost to the City.

2.4.2 SYSTEM CONFIGURATION

The mobile, digital video security system shall include the following components as a minimum:

- Any combination of black/white and color cameras with mounting hardware that total SIX (6) cameras per bus.
- One (1) Digital Recording Unit (DRU) housed in a shock resistant, watertight and dust-tight enclosure.
- Protective and filtering device to protect the system and its memories from electrical fluctuation typically found in a transit bus including but not limited to over voltage, under voltage, transient, power surge/dip during engine or other bus equipment startup, alternator and other equipment noises, etc. Contractor shall supply sufficient documents to include detailed description of the filtering circuit, block diagram, etc. to prove compliance with this requirement prior to bus manufacturing.
- Necessary installation cable and wiring, harness connectors, circuit breakers/fuses, installation brackets, mounts, hardware and all other necessary material and supplies for a complete working system. **NOTE:** Some TSD buses have been pre-wired for mobile, digital video security systems – a complete fleet list of vehicles including those pre-wired shall be made available to all prospective contractors at the pre-proposal conference.

2.4.3 Integration with Trapeze Requirements

Software application developers interface shall be available for third party integration either Ethernet and or serial. This interface shall include, but not limited to,

A. On-Board

- a. AVL to Camera
 - Increased frame rate
 - Location information
 - Speed
 - Time and date
 - Alarm notification

- b. Camera to AVL
 - Failure codes
 - Camera obstructed
 - Disk full
 - Streaming video, for example reverse camera video to be displayed on the on-board driver display.

B. Back office requirements

- Third party ability to retrieve video from the database based on date and time via software (API)
- Third party ability to “tag” video for wireless download via software API
- Third party ability to view video within said application via software API

2.4.4 PRODUCT SPECIFICATIONS

A. Video Camera:

Shall meet the following minimum essential requirements:

Black and white and/or color cameras.

Operating temperature range: 0 degree to 55 degree C (minimum).

Size: Compact and low profile. The camera shall be flush-mounted on the bus ceiling or vertical surface. The camera shall not cause an obstruction to passenger traffic, or safety hazard conditions, or interference to the operation of other bus equipment. The mounted camera shall allow full opening of bus component access doors adjacent to the camera.

Weight: Maximum 1.1 lb.

Low light sensitivity lens: .05 lux minimum.

Resolution: 540 TV lines minimum

Scanning system: 2:1 interlaced.

S/N ratio: more than 46 dB.

Microphone type: omni directional, 30 Hz to 20kHz frequency response.

Lens: Cameras shall have a focal length suitable to cover the whole bus interior including, but not limited to, the front door and steps, fare collection area, driver's area (but not the driver), facial view of boarding passengers, rear door steps, rear seats and rear windows. The lens shall be pivoted to allow up/down, and right/left adjustments for proper aiming. Once aimed the lens shall be locked in place by mechanical fasteners (glues or chemical adhesives are not allowed) and shall not go out of adjustment due to bus vibration. Camera mounting locations shall be approved by the City before the installation in any buses under this contract. Viewing window on the camera housing shall be protected by a layer of sacrificial material, which shall allow quick replacement when damaged due to vandalism.

The camera shall be low-profile and of a compact size to allow convenient and unobtrusive mounting in a bus. The camera shall be of a rugged design. The housing shall be made of a high impact Kydex plastic or high-strength metal capable of withstanding blowing impact, shock and vibration. The housing shall be painted to match the bus mounting surface and have its corners and edges tapered and/or rounded. The camera shall be water-proof and dust-tight. All necessary mounting hardware shall be provided. The mounting hardware shall be tamper-proof and shall provide a firm attachment of the camera to the bus structure. The camera shall be attached to the bus with at least four attachment points. Once the camera is aimed and set, the mounting shall permanently secure the camera in place with no requirement for periodic adjustment of the mounting fasteners. Camera housing shall not block the camera view.

The solid-state camera and lens shall be of a commercial grade quality designed to meet the heavy-duty use in a transit bus. It shall provide clear, stable, high quality pictures with correct exposure, minimal smearing and distortion under all lighting conditions inside the buses during bus operation. The camera shall have an automatic back light compensation to maintain good detailed and identifiable facial images when shooting subjects inside the bus with backlit bright light coming from bus windows. The camera shall have an LED on the camera housing indicating video operation.

IP (internet protocol) assignable features for accessing recorded information from a remote location and for off-base monitoring

Offsite backup facilities in the event there's a disaster or damage to one offsite backup facility 60/90/120 days or more of storage capacity incorporated into the design implementation in addition to one (1) year or more archival storage capacity at the two offsite storage backup facilities.

All buses will be equipped with real-time recording (audio/video) with a means to wirelessly transmit recorded information.

B. Digital Recording Unit (DRU)

CCTV system to incorporate a DVR (digital video recorder) system.

Records up to 30 frames per second from maximum of **eight (8)** NTSC video cameras.

Uses wavelet compression. Resolution shall be minimum 640x480 pixels.

At least 168 hours of continuous recording (both video and audio) at 640x480 pixels, five frames per second per camera and from any combination of six (6) black/white or color cameras.

Operating range between 32 degrees F to 130 degrees F. Automatic startup or shutdown when ambient temperature reaches an unacceptable level.

Easily and quickly removable with locking key to allow quick access to recorded data.

DRU enclosure shall be constructed of minimum 16 gauge metal with welded joint. Water-resistant and dust-tight or dust-filtered if provided with cooling fan. Shock resistant mounting designed for transit bus application.

Records audio simultaneously with incoming video. Audio must be synchronized with video.

Clock that operates independently of main power supply. Automatically reset for daylight saving time. Five (5) year operation lifetime before battery change is required. The clock data is digitally inserted into image. System shall display local time zone and date adjusted for daylight saving time during playback.

Operating system in firmware for quick reboot of the system and avoiding problems with frequent system starts and stops. Operating system shall be proven as stable.

Security key-operated lock.

Continuous loop recording. System shall record whenever bus master switch is on.

DRU will encode or encrypt recorded video to make it tamper proof. Should any pixel of the video be altered, the play back system shall warn users that they are viewing an altered recording. The use of watermarked to verify authenticity is required. Recorded data shall be deemed acceptable as evidence in legal proceedings.

Self-diagnostic with indicator light or LED/LCD display remote-mounted on the dash to notify driver of system failures.

Video port for installation of a commercially available video monitor for viewing real-time analog video signals from the cameras and digital video signals from the DRU. Front mounted Ethernet port for laptop access, allowing a "live look-in mode".

Option to accept data on J1708.

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Programming keypad has a memory, allowing programming parameters to be transferred from one unit to the other by plugging the keypad from one unit into the other.

Diagnostic port for installation of laptop computer for guiding technician through the troubleshooting of the system failures. Diagnostic software shall be provided and licensed for installation in 4 City-owned laptop computers.

Upgradeable to optional RF transmission on 802.11g/b protocols, and optional cellular transmission feature.

Accepts unlimited tagged events.

DRU shall meet the following:

1. Operate from 18 to 36 VDC (nominal 24 volt) version
2. Protected inside a rugged outer housing providing both shock and vibration protection.
3. Tested in compliance with shock and vibration testing with MIL standard referenced in SAE-J1455 section 202F, 213B and 213A.
 - 3.1 Accept a shock equal to 30 g's and remain operational. See Mil Spec Section 202F test condition J.
 - 3.2 Comply with Mil Spec section 202F vibration testing. It shall accept a shock equal to 100 g's and remain operational as per section 202F test condition C.
4. All shock and vibration testing must be verified from an accredited laboratory.

C. Stand Alone Video Playback Station

Contractor shall provide the City, prior to the delivery of the first bus, two (2) stand alone video play back stations to allow review of the recorded data.

Dell or approved equal Pentium-IV CPU, minimum 2.5 GHz, minimum 512 Mb of RAM, minimum 160 Gb internal hard drive, DVD +RW/+R, NIC card, one parallel port, two serial ports, 2 expansion slots, two USB2 ports. Minimum 64 Mb Video Ram (not shared).

Video play back card for VHS export option.

Minimum 21" Dell or approved equal LED flat screen monitor with .28 dot pitch or better.

Full-size PC keyboard.

Mouse

Windows XP Professional Operating system.

Removable drive bay that is compatible with the DRU's removable drive.

Outputs still frames of previously recorded video sequences to any Windows-compatible printer.

Software to allow user to play at various speeds, rewind, fast forward, pause, search, review, image enhance previous recorded data, and print by key strokes, mouse clicks and menu selections. Reviewing of prerecorded data shall be as easy as using a VCR.

Software shall allow individual, sequential or simultaneous viewing of images from all recording cameras.

Image enhancement features: zoom, sharpening, smooth, brightness, contrast, edge detection, color adjustment, grey scale.

Cut, copy and paste functions.

Export to other image file formats.

D. System training and documentation:

Contractor shall provide at least 16-hours training for the City technicians in the operation, maintenance, troubleshooting, repair (including board level repair) of the system. The training shall be in Colorado Springs at the City's facility and shall be scheduled by the City. The City may schedule the training prior to the expiration of the system warranty. Contractor shall provide block diagrams, board-level schematics and description/theory of system component operations to the City to allow the City to perform the system repair in-house before bus final acceptance.

The contractor shall provide all material, equipment, labor, services and incidentals for a complete installation. Final layout of all equipment and related structure must be approved by the City.

2.5 INSTALLATION OF SECURITY CAMERA EQUIPMENT

While it is not TSD's intent to restrict or limit the Contractor's installation of the security camera equipment, TSD reserves the right to reject any proposed equipment installation that does not meet industry standards for quality (form, fit, or finish), appearance, or durability. The Contractor shall adhere to the following installation requirements:

- A. The installation shall be a complete, turnkey operation. The System shall be in full operation and compliance with the requirements of the specification upon completion of the installation.
- B. A prototype installation for each different type of sub-fleet shall be performed by the Contractor. The prototype installations shall be approved by TSD before proceeding with the installation of remaining buses. All installations shall be consistent and uniform in quality, equipment location, and wire routing with the prototype installations.
- C. Transit will provide work space as well as basic air and electrical services for the installation. To avoid disruption to TSD's operation, the Contractor shall coordinate the installation schedule with TSD. TSD may require the Contractor to perform the installation at night or on the weekend.
- D. The System shall be installed to allow compliance with all governmental regulations including ADA. The installation shall not impede or restrict the flow of passengers. The equipment must not result in a decrease in seating capacity of the bus. Equipment, electrical connections, and wiring shall be protected and concealed from view as much as possible and shall be designed so that there is no hazard to the passenger in the event of accidental contact. Potential damage to passengers' clothing shall be minimized. The equipment shall be firmly secured on the bus to prohibit tampering and to avoid damage by accidental abuse of the equipment.
- E. All equipment mounted in a vehicle shall be installed in such a manner that the equipment cannot be moved, blocked or otherwise disabled by passengers, accidentally or intentionally. The equipment shall be designed to blend in with the surrounding environment and shall not have sharp edges that could harm the riding public or their possessions, either directly or indirectly.
- F. Extreme care must be taken when drilling into the bus body panels and structure to prevent damage to components hidden behind the drilling surface.
- G. Any damages to the bus or its equipment due to the mistake or negligence of the Contractor during installation shall be corrected at the Contractor's expense. All equipment shall be installed in such a way

to allow easy maintenance access and removal. At the same time, the equipment must be rigidly mounted to prevent movement and rattle during bus operation.

- H. All cables and wiring shall be routed inside conduits that are located in electrical panels or behind body panels. These conduits may be rigid or flexible, and must be non-conductive. Any exposed cables and wiring must be approved by TSD.
- I. All wiring shall be secured to prevent movement without strain on wire terminals, connectors, or other wire termination hardware, and must be protected against movement, chafing, and any contact with conductive, sharp or abrasive objects. Wiring shall be located such that normal equipment motions, maintenance access, heat sources, radiation, and the environment do not damage or reduce the life of the wiring.
- J. Wire dress shall allow for sufficient slack at terminals to provide for shock and vibration induced movements, equipment lifting, alignment, cover removal and component replacement.
- K. Wiring shall be uniformly color coded or permanently marked.
- L. All ground connections shall utilize bolted terminals. All ground pads shall be through-drilled and the ground wire fastened with a bolt, flat washer and lock nut.
- M. All cables, wiring, inter-connectors, switches, circuit breakers/fuses shall be heavy duty and specifically designed for their purposes and for automotive applications. They shall meet all applicable industry standards and shall meet SAE J1292 recommended practice.
- N. There shall be no splices between terminals.
- O. All wire sizes and insulations shall be based on the current carrying capability, voltage drop, mechanical strength, temperature, and flexibility requirements. All communication and signal wires shall be selected to minimize signal loss.
- P. All general wire insulation shall be made of a flame retardant, flexible material.
- Q. Wiring shall be prefabricated into standardized harnesses, wrapped and tied with nylon wire ties.
- R. Wherever there is a possibility of interference, wiring shall be properly shielded. All terminals and connectors shall be properly crimped and soldered or brazed and properly insulated with heat shrink tube. No butt connectors or wire nuts are allowed.
- S. All circuits shall be protected by fuses or circuit breakers. The main power circuit from the bus to the system shall be protected by a circuit breaker similar to what already exists in the bus. All circuit breakers and fuses shall be permanently labeled to show their functions.

2.6 APPROVED EQUALS

The use of a brand name or the name of a proprietary product or a manufacturer's name in these specifications is used only for the purpose of making an expression of description and function and shall not be intended to identify the item as an exclusively acceptable product. The use of a name in these specifications shall not be considered as an endorsement of a product, nor may these specifications be used for advertising purposes.

Wherever brand, manufacturer, or product names are indicated in the specifications, they are included only for the purpose of establishing identification and a general description of the item. Whenever a process is designated or a manufacturer's name, brand or item designated is given, or whenever a process or material covered by patent

is designated or described, it will be understood that the words "or approved equal" follow such name, designation, or description, whether or not, in fact they do so follow.

It should be understood that specifying a brand name component and/or equipment in the specifications shall not relieve the contractor from its responsibility to furnish the product in accordance with the warranty and other contractual requirements. The contractor is responsible for notifying the City of any inappropriate brand name component and/or equipment which may be called for in the specifications, and for proposing a suitable substitute for consideration.

2.9 TESTING

The mobile, digital video security system shall be considered acceptable if it can successfully operate in a minimum of twenty-five (25) buses consecutively on a normal workday without any problems. The manufacturer shall have a qualified representative on site during the testing period.

2.10 ACCEPTANCE

The City, following acceptance tests as set forth in Section 2.9 of this solicitation, shall notify the Contractor in writing of the City's acceptance or rejection of the mobile, digital video, security system. Acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all terms of the Contract. The City reserves the right, and shall be at liberty to inspect, all material and workmanship, at any time, during the manufacturing and installation process, and shall have the right to reject all materials and workmanship which do not conform with the product as mutually agreed upon by the Contract requirements.

2.12 OPTION TO EQUIP ADDITIONAL VEHICLES

Offerors shall provide a firm-fixed price to equip up to an additional sixty (60) Transit Buses and forty (40) Para Transit vans of various makes models for the City. Exercise of this option shall be at the sole discretion of the City and will be exercised (if at all) with 24 months from date initial contract award. Video system for the Para Transit vehicles shall be the same system as specified for the City's Transit buses but shall only be equipped with two (2) cameras per vehicle. To assist respondents in preparation of their proposals, a complete listing of all vehicles (including option vehicles) will be provide at the pre-proposal meeting.

SECTION III

3.0 PROPOSAL CONTENT

3.1 PROPOSAL FORMAT

Your written proposal should include the information in the format outlined below and be limited to no more than Thirty (30) pages. We recommend that you include concise, but complete, information about your firm emphasizing why you believe your firm to be uniquely qualified to provide the required services. "Short listed" firms, if applicable, may be required to make a formal in-person presentation to the selection committee. **A page shall be defined as 8-1/2" x 11", single sided with a minimum font of 10.** Required schedules may be provided on 8.5" x 11" or 11" x 17" and attached to your proposal as an exhibit and will not be counted against the page limit.

3.2 ORGANIZATIONAL BACKGROUND AND OVERVIEW

Provide a brief history and overview of your company and its organizational structure, with special emphasis on how this project will fit within that structure.

3.3 STATEMENT OF QUALIFICATIONS

Submit a general description on a company-wide basis of your firm's background, and qualifications to provide the services and requirements indicated in Schedule II, Scope of Work. Provide the names and locations of at least three (3) locations at which the proposer has conducted similar services and requirements along with specific individuals whom we may contact for references.

3.4 PROJECT APPROACH

In this section, please address each of the detailed items listed in Section II, 2.4 General Description. The Project Approach should chronologically start at the Notice to Proceed and end at contract completion.

3.5 PERSONNEL

The quality of personnel is extremely important in the City of Colorado Springs' decision-making process for awarding this contract. In this section, please submit brief resume(s) of key personnel in critical positions. If candidates have not yet been identified, please submit a description of the basic qualifications that such a person should have. Please feel free to attach copies of certifications, etc. **Note:** If schedule II, Scope of Work requires that specific individuals such as the Project Manager be identified then that requirement shall take precedence over this paragraph.

3.6 PRICING

The price is of critical importance to the City of Colorado Springs. Applicants shall provide a complete cost proposal for all hourly rates and reimbursable costs as applicable. Please delineate a system whereby the City will have the opportunity to review the necessity for any proposed price changes over the course of the contract. Additionally, you may wish to propose an alternate approach that you feel would be attractive to the City.

Please provide associated cost for a Performance, Labor & Payment, and Maintenance Bonds (reference Section 1.23). If your firm has proposed or utilized bonding requirements for other government contracts, please describe.

3.7 REFERENCES

Provide a list of at least three clients and references with complete contact information, that your firm has completed work for within the last five years. Also include a list of current clients who have been using your software for several years, specifically any clients similar in nature to the Colorado Springs Police Department. (See Section A).

3.8 SUBMITTALS

Submit Six (6) copies and one (1)-**unbound original** of all information requested herein, including all Attachments.

3.9 AWARD

Proposals submitted which do not meet the requirements of this Request will be considered non-responsive and will not receive further consideration. Follow-up calls for missing or incomplete information will not be made.

All responsive proposals received for this project will be reviewed and ranked on a basis which would best serve the interests of the City of Colorado Springs based on the evaluation criteria defined in Section IV. The firm which is selected will be that which best serves the interests of the City of Colorado Springs and will be given the first right to negotiate an agreement acceptable to the City. In the event that an agreement satisfactory to the City cannot be reached, the City may enter into contract negotiations with one or more of the remaining qualified firms.

3.10 EXCEPTIONS

Please note that all Offerors must complete and return with their proposal, Exhibit 2, Exceptions Form. All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may effect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

3.11 INSURANCE REQUIREMENTS

Please note that all Offerors must complete and return with their proposal, Exhibit 4, Insurance Requirements.

SECTION IV

4.0 EVALUATION CRITERIA

The following criteria listed in order of importance will be used in the evaluation of proposals.

4.0.1 PROJECT APPROACH

4.0.2 COST PROPOSAL

4.0.3 SCHEDULE

4.0.4 QUALIFICATIONS

4.0.5 REFERENCES

4.0.6 PROPOSAL

The overall quality and completeness of the proposal submitted.

4.1 SELECTION COMMITTEE

A selection committee will screen all proposals. Proposals will be ranked according to evaluation criteria, as outlined in the Request for Proposal. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City will be evaluated by the selection committee. The selection committee may determine it necessary to require oral presentations or interviews with the "short listed" proposers considered to be in the competitive range.

If oral presentations or interviews are conducted, they will also be scored. The selection committee may request revisions to the proposal from each of the proposers at the conclusion of the interviews. However, if it is deemed necessary to seek revisions to the proposals at the conclusion of the interviews, then all interviewed applicants will be requested to submit revisions; and the revisions will be scored accordingly.

- Quality of presentation
- Responses to provided questions/clarifications
- Ability to respond to general questions
- Requested revisions (if applicable)

4.2 AWARD OF CONTRACT

The City reserves the right to award this contract not necessarily to the proposer with the most advantageous price, but to the firm that demonstrates the best ability to fulfill the requirements of this Request for Proposal. The City will select the most qualified firm that was proven to understand the needs and scope of the study. A contract prepared by the City will then be negotiated with the successful firm. In the event a contract cannot be negotiated with the top ranked firm, the City may enter into negotiations with the second highest ranked firm or the City may decide to call for new proposals. Immediately after the notice of award, the contractor will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to insure fulfillment of all its obligations. The contractor may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION V

5.0 CONTRACT TERMS AND CONDITIONS

5.1 TERMINATION

- 5.1.1. The City may, at its sole discretion, terminate this agreement upon ten (10) days prior written notice to the contractor if the City determines that the contractor's performance is unsatisfactory; or that the contractor has violated any of the terms or provisions of this agreement; or in the event the contractor becomes insolvent or is named as a debtor in bankruptcy. In the event of termination by the City under this subparagraph, the contractor, at the option of the City, shall forfeit as liquidated damages all performance or other sureties given to the City under this agreement. This liquidated damage option shall be in addition to any and all remedies at law, which may be available to the City.
- 5.1.2. The City expressly reserves the right to request correction of any breach of term or condition by the contractor prior to exercising the City's rights to terminate this agreement. However, any request for correction shall not act to waive the City's right to terminate this agreement if the City's terms of correction are not performed to the City's satisfaction.
- 5.1.3 If the contractor is prevented by court order, the City, or by order of a state of El Paso County governmental authority from doing business for a period of three (3) months through no act, fault, or neglect of the contractor or contractor's employees or agents, then the contractor may, upon ten (10) days prior written notice to the City, terminate this agreement in which event the provision for liquidated damages in this agreement shall not apply.
- 5.1.4 The contractor at the contractor's sole expense shall procure, post, and keep valid all permits or licenses necessary for performance of this agreement.

5.2 CONTRACTOR'S CONDUCT

- 5.3.1 The contractor shall not display signs, or other advertising matter of any kind within or outside of the City limits of Colorado Springs area without the prior written permission of the City.
- 5.3.2 The contractor shall ensure that the contractor's personnel are courteous to the public, patrons, and all other persons.
- 5.3.3 All employees or other personnel of the contractor working on City property shall be of lawful working age. The contractor shall comply with all federal, state, and local labor and employment laws; and all personnel of the contractor shall be competent to do the work assigned to them by the contractor.

5.3 INDEMNIFICATION

The contractor agrees that the contractor shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from or arising out of or in connection with the contractor's performance under this agreement.

5.4 ASSIGNMENT

The contractor shall not assign or otherwise transfer this agreement or any right or obligation hereunder without the prior written consent of the City.

5.5 LAW

This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Buyer

shall insure that the Buyer and the Buyer's employees, agents and officers are familiar with, and comply with, applicable federal, state, and local laws and regulations as now written or hereafter amended.

5.6 INTEGRATION

Any resultant contract will be a completely integrated contract and contain the entire agreement between the parties. Prior written or oral agreements, if any, shall be deemed of no effect and shall not be binding upon either party, unless incorporated by reference into the resultant contract. That contract may not be amended except in writing signed by all parties to the contract.

SECTION VI

6.0 APPENDICES/EXHIBITS

Exhibit 1	Proposal Check Sheet
Exhibit 2	Exceptions
Exhibit 3	Minimum Insurance Requirements
Exhibit 4	Sample Contract
Exhibit 5	Bond forms

EXHIBIT 1 PROPOSAL CHECK SHEET

PLACE A CHECK BY EACH ITEM SUBMITTED.

1. ___ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in exhibit 4. (It will be necessary that this certificate reflect the City of Colorado Springs as an Additional Insured.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes___ No___

Your property and liability insurance company is licensed to do business in Colorado:

Yes___ No___

Indicate the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes___ No___

2. N/A One (1) copy of the current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

3. Provide a responses to the following:

- Are any lawsuits; federal, state or local, tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

Yes___ No___

- Are any lawsuits; federal, state or local, tax liens; or any potential claims or liabilities pending against any of your proposed sub-contractors or the officers of those firms at this time?

Yes___ No___

If yes, provide details on a separate piece of paper and attach to your proposal.

4. ___ The completed Exhibits included in the RFP.

___ Exhibit 1 Proposal Check Sheet

___ Exhibit 2 Exceptions

___ Exhibit 3 Insurance Requirements

___ Any issued Addendums

Federal Forms:

EXHIBIT 2 EXCEPTIONS

EXCEPTIONS:

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may effect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Federal Tax ID#: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 3 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1. X Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$500,000.
2. X Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
3. X Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
4. Builders Risk or Installation Floater Insurance will be provided by the Owner (excluding earthquake or flood). This insurance shall insure and protect from all insurable risks of physical loss or damage. Contractors and subcontractors will be covered, excluding their own machinery, tools and equipment. The deductible under The Builders Risk or Installation Floater shall be sustained and borne by the Contractor. Losses will be adjusted with and made payable to the Owner and others as their interests may appear.
5. Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$500,000. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
6. Pollution Legal Liability Insurance for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, Personal Injury and property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.
7. Except for workers compensation, employer's liability insurance, and Professional Liability Insurance the City of Colorado Springs and the Pikes Peak Rural Transportation Authority must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 days notice prior to any cancellation except for 10 day notice with respect to non-payment of premium.
8. Medical Malpractice Liability Insurance for limits not less than \$1,000,000 per occurrence.
9. X All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance

(Name of Company)

(Signature)

(Date)

CITY OF COLORADO SPRINGS

XHIBIT 4 Sample contract

City of Colorado Springs

Contract No.

Contract Name _____ Phone _____
Address _____ City _____ State _____ Zip _____
Social Security or Federal Tax I.D. No. _____ City Account Code _____
(Please Check One) _____ Corporation _____ Individual _____ Partnership _____
Requestor Dept. & Address _____
Buyer _____ Phone _____

MAIL INVOICE TO: REQUESTOR DEPARTMENT & ADDRESS INDICATED ABOVE	TAX EXEMPT NUMBERS	City of Colorado Springs State Tax Exempt Federal Excise Tax Exempt	84-6000573 98-03479 A-138557
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This agreement is made and entered into by and between the City of Colorado Springs, a Colorado home rule city and municipal corporation, hereinafter referred to as "City" and _____

As an independent contractor, hereinafter referred to as "Contractor", as follows:

1. CONTRACTOR SHALL PERFORM THE FOLLOWING WORK, PERSONAL SERVICES, AND/OR FURNISH THE NECESSARY EQUIPMENT, SUPPLIES OR MATERIALS TO THE CITY OF COLORADO SPRINGS:

2. COLLECTION OF FEES: Any fees required to be collected by Contractor on behalf of or for the benefit of the City shall be paid over to the City under the following terms: _____

3. COMPENSATION. In consideration of the services, work, equipment, supplies or materials provided herein, the City agrees to pay the Contractor the sum of NOT TO EXCEED _____

\$ _____ as follows: _____

In consideration of said compensation payments, the Contractor agrees to perform all services, work, and/or provide all materials, supplies and equipment, and to carry out the provisions of this Contract in a good and workmanlike manner to the satisfaction of the City. If the performance of this Contract involves the services of others or the furnishing of equipment, supplies or materials, the Contractor agrees to pay for the same in full and at the time of payment by the City, to certify in writing to the City that said payments have been so made.

4. INSURANCE Contractor understands and agrees that Contractor shall have no right of coverage under and all existing or future City comprehensive, self or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services work which are to be provided by Contractor pursuant to this agreement, including protection from claims for bodily injury, death, property damage and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as follows: A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SCVS LISTING THE CITY AS ADDITIONALLY INSURED

5. TERM OF CONTRACT. The term of this agreement shall commence on _____ and shall terminate on _____ unless earlier terminated under this agreement, or otherwise agreed in writing duly executed by the parties.

6. NOTICE. Any notice to the parties required under this agreement shall be in writing delivered to the person designated below as Contract Coordinator at the indicated address unless otherwise designated in writing. Only postage by United States mail, or in hand delivery shall be utilized.

FOR THE CITY: Name VOID - SAMPLE ONLY
Address _____
City, State _____

FOR THE CONTRACTOR: Name _____
Address _____
City, State _____

7. ADDITIONAL TERMS AND PROVISIONS. The following listed additional provisions are made a part of this agreement and attached hereto, _____

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS CONTRACT:

FOR THE CITY: _____
Signature

FOR THE CONTRACTOR: _____
Signature

Typed name _____

Typed name _____

Typed position _____

Typed position _____

DATED AT: _____

DATED AT: _____

Today's Date: _____

Today's Date: _____

PAGE TWO OF SAMPLE CONTRACT

CITY OF COLORADO SPRINGS

8. **COMPLIANCES.** In the conduct of the services/work of the supplies equipment or materials contemplated hereunder, the Contractor shall comply with all applicable state, federal and local law, rules and regulations, technical standards or specifications issued by the City. Contractor must qualify for and obtain any required licenses prior to commencement of work.
9. **INDEPENDENT CONTRACTOR.** Contractor understands and agrees that the Contractor and Contractor's employees, agents, servants or other personnel are not City employees. Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Contractor or any of Contractor's employees, agents, servants or other personnel performing the services or work supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard it is expressly understood and agreed that for such purposes neither Contractor nor Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.
10. **NON-DISCRIMINATION.** Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap or veteran status. Contractor will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this agreement.
11. **HOLD HARMLESS.** Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability of any kind whatsoever resulting from, or arising out of, or in connection with the services/work or equipment/materials provided by Contractor pursuant to this agreement.
12. **ASSIGNMENT.** Contractor shall not assign or otherwise transfer this agreement or any right or obligations therein without first receiving prior written consent of the City.
13. **APPROPRIATION OF FUNDS.** In accord with the City Charter, performance of the City's obligations under this Agreement are expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this contract, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this Agreement without compensation to the Contractor.
14. **CHANGE ORDERS.** The funds appropriated for this contract are equal to or exceed the awarded contract amount. The Contract and the City agree and acknowledge as a part of this contract, that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for this contract as listed above, unless the Contract has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in this contract. The Contract and the City further agree and acknowledge as a part of this contract that no change order or other form or order or directive which requires additional compensable work to be performed under this contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this contract, the Contract shall not be entitled to any additional compensation for any additional compensable work performed under this contract, and expressly waives any rights to additional compensation, whether by law or equity, unless prior to commencing the additional work, the Contract was given a written change order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City representative. It is the Contract's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this contract.
15. **CONTRACT INTERPRETATION.** No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this contract. The laws of the State of Colorado shall govern this agreement. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the terms, conditions and provisions of this agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this agreement shall be exclusively in the District Court for El Paso County, Colorado.
16. **COMPLIANCE WITH IMMIGRATION AND CONTROL ACT.** Contractor certifies that Contractor has complied with the United States immigration and Control Act of 1986. All persons employed by Contractor for performance of this agreement have completed and signed Form I-9 verifying their identities and authorization for employment.
17. **TERMINATION**
- A. In the event of a default by the Contractor, the City may give ten (10) days written notice to the Contractor of the City's intent to terminate the agreement. Contractor shall have ten (10) days from notification to remedy the conditions constituting the default.
- B. The City may terminate the agreement at any time if it is found that reasons beyond the control of either the City or Contractor make it impossible or against the City's interest to complete the agreement. The City may also terminate this agreement at any time if it is found that the Contractor has violated any term or condition of this agreement, or that Contractor has failed to maintain worker's compensation insurance or other insurances provided for in this agreement. In such case the Contractor shall have no claims against the City except for the value of the work performed up to the date the agreement is terminated.
- C. In the event that this agreement is terminated in accordance with this section, the City may take possession of any work and may complete any work by whatever means the City may select.
- D. The City may terminate performance of this contract in whole, or from time to time, in part if the City determines that a termination is in the City's interest. The Contractor after receipt of a Notice of Termination, shall stop work as specified under the Contract, place no further subcontracts or orders for materials, terminate all subcontracts to the extent they relate to the termination, assign title and interest of all work and materials used in the work.
- E. The City will conduct an audit of the Contractor's costs to determine reasonable costs expended to date of cancellation, or the City may determine the contractors costs based on the schedule of values or exact cost of any bid item(s) completed and accepted. The Contractor will not be reimbursed for any anticipated profit. The cost that is most advantageous to the City will be used for determining final payment to Contractor.

CITY OF COLORADO SPRINGS

18. DELIVERY AND TAXES. The City may cancel this agreement or any portion thereof if delivery is not made when and as specified ' time being the essence of this contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this agreement. The Contractor shall pay all sales and use taxes required to be paid to the State of Colorado on the work covered by this agreement. The Contractor shall execute and deliver and shall cause his subcontractors to execute and deliver to the City, certificates as required, to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and therefore, not subject to state and local sales tax, use tax, or federal excise taxes.

19. BOOKS OF ACCOUNT & AUDITING. The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this contract. The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

EXHIBIT 5 - CITY OF COLORADO SPRINGS PERFORMANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name)

CITY OF COLORADO SPRINGS

_____ As Principal, hereinafter called Principal, and
(Address)

(SURETY Name)

a corporation organized and existing under
the laws of the State of:

(SURETY Address)

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are
held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Oblige, hereinafter called the Oblige,
in the sum of: (Insert Proposal Amount in Words)

_____ (\$ _____ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and
the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these
presents.

2. WHEREAS, the Principal and the Oblige have entered into,

a contract dated the _____ day of _____ For the following project:

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall promptly and faithfully perform
all terms, conditions and other obligations of the Contract, and any modifications or extensions thereof granted by the Oblige, then
this obligation shall be null and void: otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration modification of the terms,
conditions or obligations of the Contract or work to be performed there under, or any forbearance on the part of either the Oblige
or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives
notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below:

(Witness) FOR: _____
(Principals Name)

BY: _____

(Seal) ITS: _____
this _____ day of _____

(Witness) FOR: _____
(Surety's Name)

BY: _____

(Seal) ITS: _____
this _____ day of _____

Bond # _____ This Bond ☐ (is) ☐ (is not) a SBA Guaranteed Bond.

CITY OF COLORADO SPRINGS LABOR & MATERIAL PAYMENT BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

CITY OF COLORADO SPRINGS

(Name)

As Principal, hereinafter called Principal, and

(Address)

(SURETY Name)

a corporation organized and existing under
the laws of the State of:

(SURETY Address)

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, in the sum of: (Insert Proposal Amount in Words)

(\$ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,

a contract dated the _____ day of _____ For the following project:

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal or the Principals subContractors with labor, materials, rental machinery, tools or equipment used or performed in the prosecution of the work provided for in the Contract; and if the Principal shall indemnify and save harmless the Obligee to the extent of any payments in connection with the carrying out of the Contract which the Obligee may be required to pay under the law, all in accord with Colorado State Law, Section 38-26-105 C.R.S., then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

AND FURTHER, should the Principal or the Principals subContractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Principal or the Principals subContractors in the performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools, or equipment, in the prosecution of the work under the Contract, the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at the rate of eight percent per annum, in accord with Colorado State Law, Section 38-26-106 C.R.S.

In accord with Colorado State Law, Section 38-26-105 C.R.S., actions against the Principal and Surety under this Bond shall be brought within six months after the final completion of the Contract as defined by the ordinances, rules and regulations of the City of Colorado Springs, Colorado, a home rule City, and not afterwards.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed there under, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Page Two (2) of Labor & Material Payment Bond

Signed and sealed on the dates set forth below:

CITY OF COLORADO SPRINGS

_____	FOR: _____
(Witness)	(Principals Name)
	BY: _____
	ITS: _____
(Seal)	this _____ day of _____
_____	FOR: _____
(Witness)	(Surety's Name)
	BY: _____
	ITS: _____
(Seal)	this _____ day of _____
Bond # _____	This Bond ☐ (is) ☐ (is not) a SBA Guaranteed Bond.

CITY OF COLORADO SPRINGS

CITY OF COLORADO SPRINGS MAINTENANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name)

(Address)

As Principal, hereinafter called Principal, and

(SURETY Name)

a corporation organized and existing under
the laws of the State of:

(SURETY Address)

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Oblige, hereinafter called the Oblige, for the use and benefit of claimants as herein below defined, in the amount of: (Insert Proposal Amount in Words)

(\$ DOLLARS),

lawful money of the United States of America, together with interest as may be provided by law, for the maintenance and guarantee obligations of the Contract, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Oblige have entered into,

a contract dated the _____ day of _____ For the following project:

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly, properly and without cost to Oblige perform all maintenance and other guarantee obligations under the terms of the Contract, including any modifications or extensions thereof granted by the Oblige, for a period of TWO (2) year(s) from the date of final payment upon the Contract by the Oblige, and in the case of each correction or repair, during a period of one year after the date of said correction or repair or for the remaining period of years set forth herein, whichever is longer, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.
4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed there under, or any forbearance on the part of either the Oblige or the Principal to the other shall in anyway release affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

CITY OF COLORADO SPRINGS

Page Two (2) of Maintenance Bond

Signed and sealed on the dates set forth below:

(Witness) FOR: _____
(Principals Name)

BY: _____

(Seal) ITS: _____

this _____ day of _____

(Witness) FOR: _____
(Surety's Name)

BY: _____

(Seal) ITS: _____

this _____ day of _____

Bond # _____ This Bond ☐ (is) ☐ (is not) a SBA Guaranteed Bond.

CITY OF COLORADO SPRINGS

**SECTION VII
ADDITIONAL TERMS AND CONDITIONS**

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a

CITY OF COLORADO SPRINGS

subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

CITY OF COLORADO SPRINGS

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I <u>State Grantees</u>							
a. Contracts below SAT (\$100,000)		None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects		None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II <u>Non State Grantees</u>							
a. Contracts below SAT (\$100,000)		Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects		Yes ³		Yes	Yes	Yes	Yes

FEDERAL CHANGES

49 CFR Part 18

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

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

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

CITY OF COLORADO SPRINGS

to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **8%**. A separate contract goal **has not** been established for this procurement.
- B. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **the City** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

- C. The contractor is required to pay its subcontractors performing work related to this contract for

CITY OF COLORADO SPRINGS

satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **City**. In addition, **the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

TERMINATION

49 U.S.C. Part 18 FTA Circular 4220.1F

- A. **Termination for Convenience:** The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid to the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.
- B. **Termination for Default [Breach or Cause]:** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- C. **Opportunity to Cure (General Provision)** The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City

CITY OF COLORADO SPRINGS

shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

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

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

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

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

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

LOBBYING

31 U.S.C. 1352

CITY OF COLORADO SPRINGS

49 CFR Part 19

49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

3. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
4. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CITY OF COLORADO SPRINGS

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

SUSPENSION & DEBARMENT CERTIFICATION

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

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

CITY OF COLORADO SPRINGS

DBE CERTIFICATION

DBE APPROVAL CERTIFICATION (TVM CERTIFICATE)

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

a. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **City of Colorado Springs**. In addition, **the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

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

I hereby certify that the Offeror has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

_____	Signature of the Offeror's Authorized Official
_____	Name and Title of the Offeror's Authorized Official
_____	Date

SECTION VIII

COST PROPOSAL

8.1 A. COST PROPOSAL – FIXED ROUTE TRANSIT BUSES

Respondents to the Mobile, Digital Video Security System Request for Proposals shall identify their proposed costs for the system proposed. **See Section III, Item 3.4.** In accordance with RFP requirements, **attach a detailed breakdown** of the proposed costs indicated below.

The undersigned agrees and certifies that the proposed costs indicated below, are the total costs that will be invoiced, if this offer is accepted by the City of Colorado Springs, and that no additional charges, fees or costs will be passed on to the City.

- | | | |
|----|---|----------|
| 1. | Black and White Camera, as specified per unit | \$ _____ |
| 2. | Color Camera, as specified per unit | \$ _____ |
| 3. | Digital Recording Unit, as specified per unit | \$ _____ |
| 4. | Stand Alone Playback Station, as specified per unit | \$ _____ |
| 5. | Complete Installation, as specified per bus | \$ _____ |

Return this form with your Proposal.

8.1 B. COST PROPOSAL – OPTION FOR FIXED ROUTE TRANSIT BUSES

Respondents to the Mobile, Digital Video Security System Request for Proposals shall identify their proposed costs for the system proposed. **See Section III, Item 3.4.** In accordance with RFP requirements, **attach a detailed breakdown** of the proposed costs indicated below.

The undersigned agrees and certifies that the proposed costs indicated below, are the total costs that will be invoiced, if this offer is accepted by the City of Colorado Springs, and that no additional charges, fees or costs will be passed on to the City.

- | | | |
|----|---|----------|
| 1. | Black and White Camera, as specified per unit | \$ _____ |
| 2. | Color Camera, as specified per unit | \$ _____ |
| 3. | Digital Recording Unit, as specified per unit | \$ _____ |
| 4. | Stand Alone Playback Station, as specified per unit | \$ _____ |
| 5. | Complete Installation, as specified per bus | \$ _____ |

Return this form with your Proposal.

8.1 C. COST PROPOSAL – OPTION FOR PARA TRANSIT VANS

This sheet must be returned with the Proposal

Respondents to the Mobile, Digital Video Security System Request for Proposals shall identify their proposed costs for the system proposed. **See Section III, Item 3.4.** In accordance with RFP requirements, **attach a detailed breakdown** of the proposed costs indicated below.

The undersigned agrees and certifies that the proposed costs indicated below, are the total costs that will be invoiced, if this offer is accepted by the City of Colorado Springs, and that no additional charges, fees or costs will be passed on to the City.

1.	Black and White Camera, as specified per unit	\$ _____
2.	Color Camera, as specified per unit	\$ _____
3.	Digital Recording Unit, as specified per unit	\$ _____
4.	Stand Alone Playback Station, as specified per unit	\$ _____
5.	Complete Installation, as specified per van	\$ _____

Return this form with your Proposal.