

March 23rd, 2018

REQUEST FOR PROPOSAL

Alternative Transportation System Vehicle Surveillance Systems

Proposals will be received until 10:00 a.m. local time on April 12th, 2018.

Proposals are to be submitted to the St. Clair County Transit District
1004 S. Lincoln Ave., O'Fallon, IL 62269
TErwin@scctd.org & KSharkey@scctd.org

For questions concerning the vehicle surveillance system, please contact:

Kevin Sawyer, Kevin.Sawyer@apci.net, 618.632.7282
Contract CIO and Agent for St. Clair County Transit District & Alternative Transportation System
With CC to TErwin@scctd.org & KSharkey@scctd.org

For questions concerning the RFP procedures, please contact:

Tony Erwin, TErwin@scctd.org, 618.628.8090
Director of Maintenance and Facilities, St. Clair County Transit District

NOTICE of REQUEST FOR PROPOSALS

The St. Clair County Transit District hereby announces and issues on this day,

March 23rd, 2018

A Request for Proposals for a project to be known as

Alternative Transportation System Vehicle Surveillance Systems

The scope of which includes delivery, installation, and configuration of solid-state, ruggedized, high-definition (1080p HD) mobile vehicle camera surveillance systems to an existing fleet of paratransit vehicles as well as training, warranty, and continued support of the systems.

Proposals will be received until 10:00 a.m. local time on April 12th, 2018.

Project details, system specifications, and contractor/vendor requirements may be downloaded from the St. Clair County Transit District web site at
www.SCCTD.org

**All Potential bidders must notify of intent to bid by 5:00 p.m. local time on
March 30th, 2018.**

via email to Kevin.Sawyer@apci.net
with CC to TErwin@scctd.org & KSharkey@scctd.org

NOTICE of REQUEST FOR PROPOSALS

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SECTION 1
NOTICE, SCHEDULE
TERMS & CONDITIONS

**NOTICE & SCHEDULE OF EVENTS
REQUEST FOR PROPOSAL
Alternative Transportation System Vehicle Surveillance System**

Notice is hereby given that the St. Clair County Transit District (SCCTD, or the District) will accept proposals until 10:00 a.m. CDT on April 12th, 2018. Contractor will be selected on the basis of qualifications in accordance with state and federal procurement requirements.

Recommendation for contract award with the highest ranked firm will be contingent upon negotiation of reasonable fees and costs, which shall remain in effect during the contract period.

Questions and requests for clarification of requirements for this project are encouraged. All questions and requests for clarification to the RFP shall be received in writing no later than 5:00 p.m. local time on April 5th, 2018. Questions and requests for clarification to be submitted via e-mail to Kevin.Sawyer@apci.net.

The contract schedule represents the District's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will be shifted accordingly.

Issue RFP:	March 23rd, 2018
Bidders notify of intent to bid:	March 30th, 2018
Final Date to Submit Written Questions:	April 5th, 2018
Responses to Questions Posted:	April 10th, 2018
Sealed Proposals Due:	April 12th, 2018 @ 10:00AM
Contract Award:	April 17th, 2018
Notice to Proceed	April 19th, 2018

All submittals shall be addressed to:

St. Clair County Transit District, 1004 S. Lincoln Ave., O'Fallon, IL 62269

And via email to TERwin@scctd.org and Kevin.Sawyer@apci.net

Respondents are to submit one (1) original along with four (4) copies or an electronic version (.pdf) to be e-mailed or on CD, DVD or Flash Drive. Electronic submittals are preferred.

Receipt of delivery will be provided upon delivery if requested. All responses should be clearly marked "Alternative Transportation System Vehicle Surveillance System." All responses are to be received by the St. Clair County Transit District prior to 10:00AM CDT on April 12th, 2018.

Proposals received after 10:00 AM CDT, April 12th, 2018 will be returned to the firm and not considered. It will be the sole responsibility of the firm to have their responses delivered before the closing hour and date.

The St. Clair County Transit District is the only authorized source of proposal documents. Proposal documents obtained from any other source may be incomplete. Firms using proposal documents not obtained from the St. Clair County Transit District are advised to contact the St. Clair County Transit District to provide a contact name, mailing address and phone number to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the St. Clair County Transit District is prohibited.

It is expressly understood that any costs associated with preparing a submittal, attending the interviews, or negotiating the contract shall be at the expense of the respondent.

The St. Clair County Transit District does hereby reserve the right to reject any or all proposals, to waive informalities, and to make such awards as it shall deem to be in the best interest of the District. **The District is not required to accept any bid and may rebid at their discretion.**

End of Notice & Schedule

TERMS & CONDITIONS

I. SUBMISSION OF PROPOSALS

Prior to award of contract, the successful bidder may be required to complete the District's Assurance of Compliance with the District's Affirmative Action Program and Employee Utilization Report.

II. RESERVATIONS

The District reserves the right to reject any or all proposals, to waive informalities, and to make such award as it shall deem to be in the best interest of the District.

The District reserves the right to negotiate all elements that comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. The District and the finalist will review in detail, all aspects of the requirements and the proposal. During the review of the most favorable, apparent successful proposal, the Firm may offer and the District may accept revisions.

The District reserves the right to cancel any contract if there is a failure at any time to perform adequately the stipulations of these contract documents.

III. INTERPRETATION

If any Bidder is in doubt as to the intent or meaning of any part of this document, he or she should contact the District in time to receive a written reply before submitting his or her proposal.

IV. ERROR IN PROPOSALS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the bidder's own risk, and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders.

Irregular Proposals: No bid will be considered which contains a clause in which the Bidder reserves the right to accept or reject a contract awarded by the St. Clair County Transit District Board of Trustees.

V. GOVERNING LAW

This contract is governed by the law of the State of Illinois with venue in St. Clair County Circuit Court.

VI. BIDDERS RESPONSIBILITIES

The Firm is charged with the responsibility of satisfying himself or herself as to the services required under this contract and all other matters, which can affect or modify the terms or obligations incorporated herein before submitting his or her proposal.

VII. ORAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this contract shall supersede oral statements of any and every official or other representative of the District, and oral statements shall not be effective or be construed as entering into, or forming a part of, or altering this contract in any way whatsoever.

VIII. PUBLIC RECORDS

The release of information by the District to the public is subject to Illinois law relating to the release of records in the possession of the District. Bidders are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. All information submitted by a firm may be treated as public information by the District unless the bidder properly requests that information be treated as confidential and cites to applicable open records exception, in which case the District will notify the bidder of any pending public records requests to allow the bidder to seek court protection. In the event the bidder marks each page of the proposal as proprietary or confidential without adhering to the requirements of the Section, the District may reject the proposal as noncompliant.

IX. REGULATORY COMPLIANCE

The selected Firm shall be responsible for maintaining all regulatory compliance associated with the proposed services. The selected Firm shall comply with all applicable Federal, State, and local laws and ordinances. The selected Firm shall protect and indemnify the District and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the selected Firm and by any subcontractors, agents, or employees.

X. EXECUTION OF CONTRACT

The District will notify the successful Firm. The notification of award will be accompanied by the required number of unsigned counterparts of the contract. The successful Firm shall sign and deliver the required number of counterparts of the contract together with the required evidence of insurance coverages as called for in the proposal documents.

No proposal shall be considered binding upon the District until the contract is properly executed by both parties.

The District shall deliver one fully signed copy of the contract to the successful Firm.

XI. CHANGE ORDERS

The contract may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions of the work only by written change order fully executed by District and Firm.

If any changes are made, the contract shall be adjusted accordingly, and the amount of increase or decrease, if any, in the contract price shall be determined by the unit prices submitted in the offer; if such prices are not submitted or are not applicable, then by mutual agreement between the Firm and District. The Firm shall provide documentation and analysis of costs relating to any increase in sufficient detail as may be requested by the District.

The Firm shall not be entitled to a change in the contract price, terms or conditions, or an extension of the contract times with respect to any work performed that is not required by the contract documents as amended, modified, or supplemented as provided herein.

Continuance of this contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this contract by lack of appropriation shall be without penalty.

XII. PAYMENT

Payment to the Firm for basic services, additional services and reimbursable expenses will be made monthly upon receipt of invoice.

Invoices referencing the applicable District purchase order shall be sent to the following address:
St. Clair County Transit District, 1004 S. Lincoln Ave., O'Fallon, IL 62269

XIII. TERMINATION

In the event the project or contract is terminated for any reason, the Firm shall be paid for services satisfactorily performed and unpaid reimbursable expenses incurred prior to the receipt of written notice of termination.

The contract may be terminated by either party upon fifteen (15) days written notice should the other party fail substantially to perform with its terms through no fault of the party initiating the termination.

The contract may be terminated by the District upon not less than fifteen (15) days written notice to the Firm for the District convenience and without cause.

SPECIAL CONDITIONS - INSURANCE REQUIREMENTS FOR CONTRACTORS/VENDORS

Contractor/vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office form number CG 00 01 covering Commercial General Liability.
- B. Insurance Services Office form number CA 00 01 covering Automobile Liability, comprehensive form.
- C. Workers' Compensation insurance as required by the Laws of the State of Illinois and Employers Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. If required by statute, Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits as required by the Laws of the State of Illinois.
- D. Builder's Risk insurance shall be in an amount not less than the total value of the construction.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the St. Clair County Transit District. At the option of the St. Clair County Transit District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the St. Clair County Transit District, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverages
 - 1. The St. Clair County Transit District, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.
 - 2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the St. Clair County Transit District, its officials, employees or volunteers.
- B. Workers' Compensation and Employers Liability Coverage To the fullest extent provided by the laws of Illinois, the insurer shall agree to waive all rights of subrogation against the St. Clair County Transit District, its officials, employees and volunteers for losses arising from work performed by the Contractor for the District.
- C. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the District. The Contractor shall also give at least thirty (30) days prior notice to the District, by certified mail, return receipt requested, of any coverage to be suspended, voided, cancelled by either party, or reduced in coverage or in limits.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the District and are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

VII. SUBCONTRACTORS AND ADDITIONAL NAMED INSURED

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject

to all of the requirements stated herein. Contractor shall also list the following as additional named insureds relative to Commercial General Liability on the furnished certificates of insurance:

- St. Clair County Transit District
- Alternative Transportation System
- Advanced Programming, Consulting & Integration, LLC
- Bi-State Development (Metro)
- Southwestern Illinois College

VIII. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the St. Clair County Transit District, their agents and employees from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

Questions concerning these requirements should be directed to:

Tony Erwin, St. Clair County Transit District, 1004 S. Lincoln Ave., O'Fallon, IL 62269
618.628.8090, TErwin@scctd.org

END OF SECTION

SECTION 2

PROJECT REQUIREMENTS

Alternative Transportation System Vehicle Surveillance System

Scope:

St. Clair County Transit District is accepting proposals for the purchase and installation of mobile vehicle video surveillance systems for para-transit buses used by Alternative Transportation System. The District is seeking an initial purchase of 44 complete systems with the option of purchasing additional systems over the next 5 years. Installation will be completed on buses of various manufacturer and model years, specifics to be provided upon request.

The District is looking to purchase a mobile video vehicle surveillance security system that can meet its current and future fleet requirements. The District is seeking a 5-camera system, but is requiring all proposed systems to be capable of supporting 8-cameras simultaneously.

All systems need to meet the minimum specification listed within the request for proposal, but the District encourages responses that include any additional technologies that the District may be interested in as add-ons.

Technical Specifications:

All proposals shall meet or exceed the requirements below.

System

1. The system must be able to provide video coverage of persons entering the door, the driver, front row passengers and all the way to the rear seating area with the use of one camera.
2. The system and its primary data storage device must be completely solid state. Systems that have moving parts such as a hard drives, fans, and mechanical relays are not acceptable.
3. The system must record video files in an *.avi file format to allow, without requiring any file conversion, recorded video to be uploaded and viewed without proprietary viewing software.
4. The system must utilize the latest technology of H.264 High Profile video compression to store the largest amount of video. Systems using older MPEG video compression are not acceptable.
5. The system must include at least one SDXC Card with a capacity of no less than 64GB (size) Class 10 (speed).
6. The system must be able to use SD, SDHC, and SDXC cards with capacities up to 256GB.
7. The system must have a removable 2.5" drive tray to support an optional 500GB, 1TB or 2TB Solid State Drive (SSD) space for expanded recording capacity.
8. The system must include a lockable enclosure constructed of no less than 18 gauge steel to prevent access to the storage device, power, camera connections, and all mounting screws.
9. The system shall be made entirely of new materials and shall be engineered and constructed with rugged materials to protect the system from environmental elements including shock, dust and humidity.

10. The system shall be capable of recording at no less than 1080p High Definition video quality per camera.
11. The system must be capable of recording eight (8) cameras simultaneously at the maximum quality and frame rate.
12. The system must be capable of simultaneous recording, playback and remote access allowing multiple users to review video without interruption of recording.
13. The system must be capable of on-board viewing, downloading and control via laptop, smart phone, or tablet with a wireless connection. Systems that require a hardwired connection are not acceptable.
14. The system must be capable of complete setup and aiming of cameras with a web-based interface. Systems that require the installation of setup software are not acceptable.
15. The system shall be capable of operating on wide voltage range from 10-32V DC. Systems that require a separate power supply for operation on 24V systems are not acceptable.

Digital Video Recorder (DVR)

1. The DVR shall be Mil-Spec Rated: STD-810F and SAE Rated: J1455 for vibration and shock without the use of a shock absorbing mount.
2. The DVR must utilize positive locking connectors for all connections.
3. The DVR unit and locking enclosure dimensions shall not exceed: 5.6" (W) x 7.8" (L) x 1.4" (H).
4. The DVR must be capable of recording to both SD and SSD storage devices simultaneously or independently.
5. The DVR must be capable of simultaneously recording of up to eight (8) cameras at 1080P HD picture quality at 30fps.
6. The DVR shall be capable of configuring video quality, resolution and recording speed (bit rate and frame rate) individually for each camera.
7. The DVR shall be capable of configuring a name for each camera view that can be embedded on the recorded video.
8. The DVR must have a built in multi-function LED Status Indicator for simple operation diagnostics. The status indicator must be viewable when the DVR unit is locked in its enclosure.
9. The DVR must self-heat to allow operation in temperatures as low as -20°F. Systems that require an optional built-in heater or an enclosure to comply with this requirement are not acceptable.
10. The DVR must include a built in 3-axis accelerometer capable of triggering events, marking video or sending alarm notification when the vehicle exceeds a pre-determined G-force setting.
11. The DVR must be FCC approved and shall be powered by 12 or 24 VDC vehicle power supply connected by 18-gauge wire and protected from spikes, surges and reverse polarity operating between 9 and 36 VDC.
12. The DVR must meet the requirements of ISO 7637-2 "Electrical disturbances from conduction and coupling". The DVR shall provide regulated 5-volt and 12-volt power for all peripherals.
13. The DVR must have the option to turn ON and OFF at preset times during the day without the vehicle ignition signal.

14. The DVR must have the option to remain operating for a pre-determined length of time after the vehicle power is terminated, up to twenty-four hours.
15. The DVR shall be capable of pre-event recording that allows the system to record up to 60 seconds of video prior to activation of a trigger (manually, motion activation, etc.).
16. The DVR shall be capable of post-event recording that allows the system to record up to 15 minutes of video after a trigger has been completed (manually, motion activation, etc.).
17. The DVR must be capable of being set to a specific time zone.
18. The DVR must allow the user to turn Daylight Savings time on or off.
19. The DVR must have no less than 3 trigger inputs for connection to vehicle electronic signals for displaying text on the video and/or triggering of event marked video.
20. The DVR unit must have a built in USB and Network port for expandability and interconnectivity with existing vehicle systems (laptop computer, WI-FI hotspot, vehicle computer, etc.).
21. The DVR must have a built in WI-FI Access Point with password protection for setup of DVR and viewing of cameras. Units using external WI-FI routers, bridges, or access points are not acceptable.
22. The DVR must have a built in WI-FI Client for connection to an existing network for transfer of video files and remote viewing.
23. The DVR unit shall be capable of streaming live video via cellular or wireless LAN options.
24. The DVR unit shall save data onto an advanced DVR system logs file to provide accurate event history for management and maintenance.
25. The DVR unit shall have the capacity to update firmware wirelessly with a laptop, tablet or smart phone.
26. The DVR unit firmware updates shall be provided at no charge to allow the most current and stable operation and allowing expandability with future products.
27. The DVR must have the capability of password protection to change the settings.

GPS Antenna

- The DVR shall be able to utilize an optional GPS receiver to get data that includes no less than latitude, longitude, speed, and time.
- The optional GPS receiver shall be a completely external all-in-one design with built in antenna for optimum reception signal strength. Units that have GPS receivers built into DVR utilizing a remote antenna will not be accepted as they are not as accurate due to signal loss on the antenna cable.
- The optional GPS receiver shall have the ability to trigger an event by driving beyond a preset GPS coordinate geo-fence (rectangle or circle), or exceeding a preset speed limit.
- The DVR unit shall be able to synchronize the DVR's system time by satellite using the optional GPS receiver.

Automatic File Transfer Software

1. Software must be able to operate on Windows 7, 8, 10, Server 2008, Server 2012, and Server 2016.
2. Software must run as a Windows Service to allow downloads to occur even when user is not logged in.
3. Software must be capable of transferring files to a local storage disk or to a network storage location.

4. Software must be capable of selecting for each DVR unit if all video or only triggered alarm videos will transfer.
5. Software must be capable of viewing the current status of each unit on a Windows application.
6. Software must have a configurable web service that will allow a user from a remote computer to observe the connection and transfer status from a remote computer without installing software.
7. Software web service must be able to limit access to specific preconfigured Windows user accounts.
8. Software web service must have a function to allow requests of video files from specific time periods on a specific unit that are not configured to be automatically transferred.
9. Software request function must allow the user to set an email address for notification of request completion.
10. Software request function must allow the user to set a desired download location that is different from the normal video download destination.
11. Software must be capable of configuring an SMTP email server with customer specific email outbound address.
12. Software must be capable of sending out email alerts when file transfer is complete.
13. Software must be capable of sending out an email alert each time a video file request is completed.
14. Software must log events for each DVR during each of the following situations: Connected, Disconnected, Transfer Complete, and Request Complete.
15. Software must maintain a log of all software functions to verify operation and allow simple troubleshooting if necessary.

HD Night Vision Dome Camera

1. Interior Dome Camera must have no less than a 130° field of view.
2. Interior Dome Camera must use a progressive scan high resolution CMOS image sensor no less than 3 mega pixels
3. Interior Dome Camera must have capability of recording up to 1080P video at 30 frames per second (fps)
4. Interior Dome Camera must have a built-in microphone with windscreen and noise canceling technology. Audio level must be adjustable for ideal recording volume.
5. Interior Dome Camera must have built in automatic night vision IR LED's for low light illumination, with a minimum illumination of 0.05 lux with IR off, and minimum illumination of 0 lux with IR on.
6. Interior Dome Camera night vision must be able to be disabled in the DVR interface.
7. Interior Dome Camera housing must be all aluminum construction with a glass lens, no plastic housings or lens accepted.
8. Interior Dome Camera must be adjustable after installation for 360° horizontal, 180° vertical, and 360° rotation of ball to allow proper aim adjustment in all mounting positions.
9. Interior Dome Camera must have a single secure quick release connector for power and data communication, cameras utilizing multiple connectors or non-locking connectors are not accepted.

HD Forward Facing Camera

1. Interior Forward Facing Camera must have no less than a 130° field of view.
2. Interior Forward Facing Camera must use a progressive scan high resolution CMOS image sensor no less than 3 mega pixels
3. Interior Forward Facing Camera must have capability of recording up to 1080P video at 30 frames per second (fps)
4. Interior Forward Facing Camera must have a built in microphone with noise canceling technology.
5. Audio level must be adjustable for ideal recording volume.
6. Interior Forward Facing Camera must operate with a minimum illumination of 0.05 lux.
7. Interior Forward Facing Camera housing must be all aluminum construction with a glass lens, no plastic housings or lens accepted.
8. Interior Forward Facing Camera must include two mounting brackets for installation, one with 3M® VHB® Adhesive for glass mounting, and a second with screws for mounting to a metal or plastic surface.
9. Interior Forward Facing Camera bracket must be adjustable after installation for 90° vertical aim adjustment to provide the best view out the windshield regardless of windshield angle.
10. Interior Forward Facing Camera must have a single secure quick release connector for power and data communication, cameras utilizing multiple connectors or non-locking connectors are not accepted.
11. Interior Forward Facing Camera must be a small sized camera that is no larger than 1" (W) x 1" (H) x 1.75" (D) to provide minimal obstruction out the windshield.

Viewing Software

1. The viewing software shall be included in the system price at no extra charge.
2. The viewing software must have a timeline to show the times of recordings for up to 8 cameras.
3. The viewing software must allow the playback of up to eight cameras simultaneously.
4. The viewing software must allow the user to select the audio track independent from the video viewing mode.
5. The viewing software must allow playback of video in a single camera, two cameras, quad screen or 9 camera mode.
6. The viewing software must display Bus ID, time, date, event triggers, GPS information and speed.
7. The viewing software must display the video files time, date and vehicle ID.
8. The viewing software must display the date, time, vehicle ID of each event trigger.
9. The viewing software must allow the fast-forward playback up to 16X normal playback speed.
10. The viewing software must allow the slow-motion playback of video as slow as 1/8 of normal playback speed.
11. The viewing software must allow the capture of a still image at any point in a video.
12. The viewing software must have a button to copy the currently viewed video to the computer with a single click.

13. The viewing software must have a button to allow multiple selected video files to be copied to the computer with a single click.
14. The viewing software must allow a still image to be saved as a JPEG file.
15. The viewing software must allow a still image with integrated GPS Map to be saved as a JPEG file.
16. The viewing software must allow the selection of a single day of video and the playback of all videos consecutively from that selected day.
17. The viewing software must allow the selection of a particular day of video from a drop-down list that includes all days of video that are recorded.
18. The viewing software must allow the search for video by a specific date and time.
19. The viewing software must allow video to be played from a timeline for a selected day.
20. The viewing software must allow the selection of individual channels of available audio.
21. The viewing software must allow the playback of video with the GPS Map of the vehicle location integrated with the video with a properly connected internet connection.
22. The viewing software must allow the user to skip through a day of video in preprogrammed increments.
23. The viewing software must allow the user to skip within each clip to the desired frame.
24. The viewing software must allow video playback in a full-screen mode with controls.
25. The viewing software must allow a single camera view to be selected from a quad view and then video playback in a full-screen mode with controls.
26. The viewing software must allow the viewing of all Alarm Video for a selected day.
27. The viewing software must allow the viewing of all system functions performed by the DVR.
28. The viewing software must operate on Microsoft Windows 7, 8 and 10.
29. The viewing software must be able to automatically connect to the internet, check for updates, and notify the user when available.

System Warranty and Support – On-vehicle system and software

1. The system and accessories must be warranted for no less than 5 YEARS.
2. The included SD Card must have no less than a LIFETIME WARRANTY from the system manufacturer.
3. The system must include toll free access to customer support by the system manufacturer.
4. Technical Support must be provided over the phone at no charge on the same or next business day.
5. Customer service, technical support, warranty claim and repair facilities must be located in the United States.

Vendor Provided Services

INSTALLATION

Complete installation shall be provided for vehicles designated by the District, at the Alternative Transportation System garage facility. Installation per vehicle shall include five (5) cameras, one digital recording device with removable storage drive, one GPS antenna, one event “marker” button and all associated wiring, cabling and power features.

TRAINING

Training shall be provided to Alternative Transportation System personnel in maintenance, dispatch, and supervisory staff. Training includes maintenance procedures, installation, disk retrieval, video playback and data transfer.

Bidders may be contacted to provide a software demonstration once the proposal acceptance period is closed.

Bidder Response Form

Bidder Information

The undersigned bidder, having examined and determined the scope of this Request for Proposal, hereby proposes to provide the required equipment, supplies, labor, and travel to perform the work as described in the proposal documents and to do all work at the prices set forth within.

The undersigned bidder states that this bid is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the St. Clair County Transit District, the Request for Proposal shall prevail.

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____

Title of Authorized Representative: _____

Address of Firm: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Website Address: _____

E-Mail Address: _____

Date Signed: _____

Fill-in All Requested Information

System Warranty Term _____

Repair Facility Location _____

Onsite Training Time _____ Hours

Video Recording Device Dimensions (LxWxH) _____ X _____ X _____

Installation Lead Time from Delivery of Purchase Order _____

Please provide details regarding time of installment needed: _____

Pricing Form:

Each complete unit shall include everything required to operate the system as outlined above, all on vehicle hardware and software and licensing required.

Initial Purchase

Complete Individual Unit Cost: \$ _____

Installation Cost per Unit for 44 Units: \$ _____

Total Price for 44 Complete Units: \$ _____

Additional Unit Cost Over 44 Units: \$ _____

Additional Unit Installation Cost: \$ _____

Video Repository Management Software: \$ _____
(for AVI video and metadata for 45 vehicles)

Spare Parts Pricing

Item Description	Cost / Item
Forward Facing Camera	\$ _____
Standard Infrared Interior Dome Camera	\$ _____
Exterior Water Proof Camera	\$ _____
Removable Video Storage Drive (1TB)	\$ _____
Additional Computer Software License	\$ _____

Additional System Capabilities

Wireless Connectivity Cost per Bus	\$ _____
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References

The Bidder must provide a minimum of three (3) references that have had a contract with the bidder for the supply and installation of the proposed surveillance system. The bidder's system and installation services shall have been provided within the last two (2) years. The bidder must include the company or agency's name and address, the name, title, and phone number of each reference, and the purchase and installation date of the system. **The St. Clair County Transit District will not be accepted as a reference.**

- 1.) Company Name: _____
Company Address: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____
Purchase & Installation Date: _____

2.) Company Name: _____
Company Address: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____
Purchase & Installation Date: _____

3.) Company Name: _____
Company Address: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____
Purchase & Installation Date: _____

End of Bidder Response Form

END OF SECTION 2

SECTION 3
FEDERAL TRANSIT ADMINISTRATION
REQUIRED CONTRACT CLAUSES

FEDERAL TRANSIT ADMINISTRATION

REQUIRED CONTRACT CLAUSES

IMPORTANT

The Buy America Certification and Lobbying Certification are federally required contract clauses and must be signed and returned with the bid for this project. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as nonresponsive.

Bidders are also REQUIRED to submit evidence/documentation of good faith efforts to meet Disadvantaged Business Enterprise (DBE) goals. Evidence of good faith efforts is a “requirement,” and this evidence must be submitted with bids in order to be responsive. More information on Disadvantaged Business Enterprises can be found later in this section.

BUY AMERICA REQUIREMENTS

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

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

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

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

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date _____

Signature _____

Company Name _____

Title _____

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

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©(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

FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

The following FTA contract clauses are required for this procurement and are incorporated herein to the agreement:

FLY AMERICA REQUIREMENTS

49 U.S.C. §40118 41 CFR Part 301-10

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

event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Cargo Preference – Use of United States-Flag Vessels – The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ENERGY CONSERVATION REQUIREMENTS

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

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

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Clean Water – (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ACCESS TO RECORDS AND REPORTS

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

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

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>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award		Yes, if noncompetitive award or if funded thru ² 5307/5309/5311	None unless noncompetitive award	None unless noncompetitive award	None unless noncompetitive award
b. Contracts above \$100,000/Capital Projects						
II <u>Non State Grantees</u>	Yes ³	Those imposed on nonstate Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes ³		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

Sources of Authority:

¹
49 USC 5325 (a)

²
49 CFR 633.17

³
18 CFR 18.36 (i)

FEDERAL CHANGES

49 CFR Part 18

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

CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

Clean Air – (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

TERMINATION

49 U.S.C. Part 18

- a. Termination for Convenience (General Provision)** The **St. Clair County Transit District** 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 **St. Clair County Transit District** to be paid the Contractor. If the Contractor has any property in its possession belonging to the **St. Clair County Transit District**, the Contractor will account for the same, and dispose of it in the manner the **St. Clair County Transit District** directs.
- b. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the **St. Clair County Transit District** may terminate this contract for default. The **St. Clair County Transit District** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, **St. Clair County Transit District** may take over the work and complete it by contract or

otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to **St. Clair County Transit District** resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by **St. Clair County Transit District** in completing the work.

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

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of **St. Clair County Transit District**, acts of another Contractor in the performance of a contract with the **St. Clair County Transit District**, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies **St. Clair County Transit District** in writing of the causes of delay. If in the judgment of **St. Clair County Transit District**, the delay is excusable, the time for completing the work shall be extended. The judgment of the **St. Clair County Transit District** shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

c. Opportunity to Cure (General Provision) The **St. Clair County Transit District** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) 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 **St. Clair County Transit District'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 **St. Clair County Transit District** setting forth the nature of said breach or default, **St. Clair County Transit District** 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 **St. Clair County Transit District** 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 **St. Clair County Transit District** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **St. Clair County Transit District** shall not limit **St. Clair County Transit District'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)

49 CFR Part 29
Executive Order 12549

Suspension and Debarment

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

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

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

The certification in this clause is a material representation of fact relied upon by **St. Clair County Transit District**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **St. Clair County Transit District**, 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.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

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

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

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

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

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

of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

© 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.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

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 Director of **St. Clair County Transit District** or an authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director or the authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director or authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by **St. Clair County Transit District**, 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 hereof 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 of **St. Clair County Transit District** 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 of Illinois.

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 of **St. Clair County Transit District** 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.

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 **3.53 %**. A separate contract goal of **__ % DBE participation** has 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 **St. Clair County Transit District** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **concurrent with and accompanying sealed bid**:

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

Bidders must present the information required above **as a matter of responsiveness** (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **St. Clair County Transit District**. 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 St. Clair County Transit District and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

e. The contractor must promptly notify **St. Clair County Transit District**, 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 **St. Clair County Transit District**.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1E](#)

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

OTHER REQUIRED CONTRACT CLAUSES

PROTEST PROCEDURE

Anyone wishing to file a protest concerning the contract requirements, the solicitation procedures, pre-award protests, or post-award protests must do so in writing to Ken Sharkey, Managing Director, St. Clair County Transit District, 1004 S. Lincoln Ave., O'Fallon, IL 62269 or via email to KSharkey@scctd.org.

a). Pre-bid/solicitation protest:

Anyone who wishes to file a protest concerning the contract requirements or the solicitation procedures must do so before the opening of the bids. St. Clair County Transit District must receive the written protest no later than the time set for the opening of proposals.

If the protest cannot be resolved by the designated time for opening, St. Clair County Transit District shall delay the opening until the protest is resolved. However, the decision must be issued in writing by St. Clair County Transit District within 10 working days from the date that the protest was received.

b). Pre-award protest:

If anyone who wishes to protest some aspect of the procurement other than the project requirements or solicitation procedures, or wishes to protest something about the solicitation procedures that only becomes evident after the opening, then they must file a written protest no later than 5:00 p.m. local time on the tenth working day after the opening of proposals.

The St. Clair County Transit District must issue its written decision within no more than ten working days from the date the written protest was received.

c). Post-award protest.

If anyone wishes to protest some aspect of the procurement other than project requirements or solicitation procedures, or wishes to protest the award of the contract, then they must file a written protest no later than 5:00 p.m. local time on the tenth working day after the award of the contract by the District.

The St. Clair County Transit District must issue its written decision within no more than ten working days from the date the written protest was received.

Any further appeal at the state level must be in accordance with Illinois code.

The Federal Transit Administration will only entertain a protest that alleges the St. Clair County Transit District failed to follow the protest procedures stated above. Any such protest to the FTA must be filed in accordance with FTA Circular 4220.1E. An appeal to the FTA must be directed to the FTA office in Kansas City, MO within five working days of the date the protestor knew or should have known of the violation.

ADA Access

Facility improvements, reconstruction, or new construction work performed under any contract awarded pursuant to this solicitation shall comply with 49 CFR --U.S.C. Section 5301(d). This federal mandate requires that

improvements made to federally funded transit facilities comply with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 415, and 12101 et seq. To the "maximum extent feasible", the entity conducting this solicitation intends that work performed to replace designated walk thru doors within its facility(ies) shall be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs -- upon the completion of door, frame, threshold, and hardware installation and such other alterations as are detailed to be made under the scope of work specified -- in conformity with 49 Part 37 CFR Subpart C Section 37.43.

Verbal Communications

Communications pertaining to this solicitation shall not be binding unless conveyed in writing. And, any vendor requesting bid instructions and a specification package shall be deemed a "vendor of record" and shall be sent a copy of any communication with other vendors regarding the solicitation. (Note: Telephone calls may be used to expedite decisions, but shall not be deemed as binding unless confirmed in writing.)

END OF SECTION 3

END OF REQUEST FOR PROPOSAL