Request for Proposal (RFP)

For

“On-Board Video Surveillance System”
RFP # G061

Issued by:

Golden Empire Transit District
1830 Golden State Ave
Bakersfield, CA 93301

Proposals must be submitted
No later than 1:00 PM
October 23, 2014

LATE PROPOSALS WILL BE REJECTED
There will not be a public opening for this RFP

For further information regarding this
RFP contact Susan Eagle
Via Email: seagle@getbus.org

Issued: September 22, 2014
Golden Empire Transit District (GETD) invites proposals for the manufacture, delivery and installation of an “On-Board Video Surveillance System”.

Each proposal submitted must be contained in a sealed envelope stating: “On-Board Video Surveillance System” - Attention: Susan Eagle, Purchasing Agent” and filed at the offices of the Golden Empire Transit District, 1830 Golden State Avenue, Bakersfield, CA. 93301 at or before 1:00 PM PST October 23, 2014. Proposals received after the deadline will be returned to the bidder unopened.

GET encourages participation by the Disadvantaged Business Enterprises. This project is financed, in part, by the Federal Transit Administration.

Bid packages may be obtained on the Golden Empire Transit District’s website at www.getbus.org or by contacting Susan Eagle at (661) 324-9874 / seagle@getbus.org.
GOLDEN EMPIRE TRANSIT DISTRICT
REQUEST FOR PROPOSALS
“On-Board Video Surveillance System” RFP #G061

NOTICE IS HEREBY GIVEN that sealed proposals are invited by the Golden Empire Transit District, a public transit district, for providing On-Board Video Surveillance System, all in strict conformance with Contract Documents and Specifications there for, entitled “On-Board Video Surveillance System” being on file in the offices of the Golden Empire Transit District at 1830 Golden State Avenue, Bakersfield, California 93301.

Each proposal must be contained in a sealed envelope stating “On-Board Video Surveillance System”- RFP #G061, Attention: Susan Eagle – “Purchasing Agent” and filed at the offices of the Golden Empire Transit District, 1830 Golden State Avenue, Bakersfield, California, 93301-1012 at or before 1:00 PM, October 23, 2014.

Copies of the Contract Documents and Specifications may be obtained at the office of the Purchasing Agent of the Golden Empire Transit District at 1830 Golden State Avenue, Bakersfield, California 93301 or on our website www.getbus.org. Each proposal shall be submitted on a form prepared by the Golden Empire Transit District. No proposal may be withdrawn for a period of one hundred and twenty (120) days after opening. The District will not reimburse the bidders for cost incurred in the preparation of their proposals.

The successful bidder shall possess all applicable and valid license(s) at the time the contract is awarded. The Contract to be entered into pursuant to this “Request for Proposals” maybe subject to financial assistance from the State of California and or the Federal Transit Administration. If for any reason the aforementioned financial assistance is withdrawn, then the District may withdraw this “Request for Proposals” and / or terminate any Contract entered into in accordance with these Contract Documents and Specifications.

All bidders are required to read and completely familiarize themselves with the terms and conditions of the project’s Contract Documents and Specifications, and to submit all necessary paperwork required of the bidder as specified in “Part I Commercial Terms and Conditions” and “Part II General Terms and Conditions.”

The District reserves the right to postpone proposal opening, accept or reject any and all bids and to waive any informality in any proposal, all as the District deems to being in its own best interests and subject to the rules and regulations issued by the State of California.
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CALENDAR OF EVENTS

Golden Empire Transit District will make every effort to adhere to the following schedule:

Issue Request for Proposals: September 22, 2014
Last Day to Submit Questions: October 13, 2014
RFP Close Date: October 23, 2014
Contractor Interviews: November 3 - 10, 2014
Contract Award: January 6, 2015
Project Completion: April 6, 2015
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Scope of Work & Specifications
Golden Empire Transit District is seeking proposals from qualified firms with experience in providing and installing On-Board Video Surveillance Systems (OBVSS) on transit buses, to include, but not limited to, the installation and induction of OBVSS equipment, software and services. Firms interested in submitting proposals must have installations of their systems in comparable size fleet to GETD and systems must have at least two years of service, along with current references and contact information from those respective transit properties.

General Information
The Golden Empire Transit District was established in 1973 and provides fixed route and paratransit service in Bakersfield, California. The District operates 16 bus routes, 7 days a week, with approximately 7 million annual boardings. GETD has an active fleet of (86) fixed route low floor transit buses plus (19) paratransit vehicles. Golden Empire Transit District realizes that OBVSS could increase the safety of our customers and employees. The video system will primarily be used for accident and incident investigations and to increase the safety of our operations.

The District operates out of one facility located at 1830 Golden State Ave. Bakersfield, CA. 93301. The fleet contains the following vehicles:

Fixed Route Transit Buses
(24) 2005 40 foot, low floor New Flyer C40LF.
(1) 2006 40 foot, low floor, Orion VII.
(27) 2009 40 foot, low floor, New Flyer C40LF.
(5) 2010 40 foot, low floor, New Flyer C40LF.
(2) 2011 40 foot, low floor, New Flyer C40LF.
(12) 2012 40 foot, low floor, New Flyer C40LF.
(15) 2013 40 foot, low floor, New Flyer XN40.

Paratransit Buses
(5) 2012 21 foot, Elkhart ECII
(9) 2013 21 foot, Elkhart ECII
(5) 2014 21 foot, Elkhart ECII

GETD desires an on-board video system that offers a minimum of 9 cameras with two audio feeds in a comprehensive layout for a 40 foot low floor transit bus and 8 cameras with two audio feeds for the paratransit vehicles. All data shall be stored on solid state storage and the system shall have the capability to transfer video events via wireless connection, downloaded directly to a laptop connected to the video system or by removal of the storage media.
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Wireless Communication System
The Contractor shall supply a secure wireless communication system to transfer data from the on-board video systems to the District’s main video servers without removing the storage media or connecting any external equipment. The Contractor shall conduct testing at the District’s property to identify the quantity of connection points needed to create a grid over the District’s property, so any on-board video system on the District’s property can be connected to without moving the vehicle.

The contractor shall provide all wireless communication equipment, backend equipment including servers and viewing software.

All OBVSS installs shall provide automatic wireless downloading / or health report to a single garage management network.

Camera Selection
The Contractor shall propose D1 color cameras with the highest view quality and take into consideration the cameras exposure to the elements, low light conditions and durability for the application. Cameras shall have lens options ranging from 2.9mm – 8.0mm. Camera viewing fields are subject to the District’s final approval, but shall include audio in two cameras to capture driver and customer interaction at both the front entrance and passenger seating areas.

System Data Storage and Security
The onboard video system shall be capable of storing a minimum of 240 hours of video and audio on fixed disk storage at 30 FPS. Saved or tagged system data shall be securely write protected, stored on the onboard unit, wirelessly transferred to the District’s video server and archived. Preserving the integrity and privacy of the data is of the upmost importance.

Backend central video servers shall be sized to retain archived events for 1 year. The District typically archives up to 15 events a day at approximately 30,000kb – 3,000,000kb each. Servers shall be password protected to secure the data and have restrictive access to only a few District employees.

Requirements
The system shall support inputs to monitor the following items:

- Hard Braking
- Brake Signal
- Date & Time
- Turn Signals / Hazards
- Seat Belt Activation
- GPS Location
- Hard Acceleration
- G-Force 3 Axis
- Speed
GETD desires the system to record events triggered by the following:

- **Silent Alarm** – The DVR shall provide an input from the silent alarm button. The Contractor is responsible for the integration of the silent alarm button to the DVR. If the silent alarm is activated by the operator the DVR shall automatically tag and archive the event for review.
- **Operator Event Switch** – A push button event switch shall be provided on the left hand driver console for driver activation. If activated, the DVR shall automatically tag and archive the event for review.
- **Inertia / Impact Sensor** – A sensor specifically designed for transit buses that responds to changes in acceleration on its X, Y and Z axis. The Contractor shall provide engineering support to properly position impact sensors on the frame of the vehicle and calibrate the sensor for proper function. If activated, the DVR shall automatically tag and archive the event for review.

**System Health Monitor**
The system shall incorporate a system health light to prevent the vehicle from going into service without a functional onboard video surveillance system. The light should indicate to the Operator that the system is functional by illuminating a green light. All non-functional systems shall be indicated to the driver by a red light. The system shall be capable of notifying maintenance it requires service by emailing or text messaging the Maintenance Department.

**Training**
The Contractor shall be responsible to train designated personnel according to the requirements specified herein.

a) Hands on training shall take place at the District’s main Administrative offices, 1830 Golden State Ave. Bakersfield, Ca. 93301.

b) Training programs shall incorporate “Train the Trainer” instruction to enable to internally address future system training needs.

c) Practical training on equipment or software shall occupy a significant portion of all training classes.

d) Instruction shall cover equipment familiarization and systems operation. The minimum training is that which is necessary to bring those employees to proficiency required to perform their duties.

e) The Contractor shall provide experienced and qualified instructors to conduct all training sessions.

f) The Contractor is responsible for providing all training materials, training aids, audiovisual equipment and visual aids for the conduct of these courses.
g) Instructional materials consisting of applicable equipment operation and maintenance manuals and supplemental notebooks consisting of additional drawings, procedures, and descriptive information shall be provided. Materials shall be suited to the level of technical familiarity and operating environment of the training audience.

h) Maintenance training shall commence during the time when equipment is installed on the coaches and shall include hands-on orientation of maintenance technicians during the installation and testing phases.

The following summarizes the minimum on-site training that shall be provided:

i) End User Training – one (1) eight (8) hour day of training for four (4) users;

j) Maintenance Technicians – two (2) eight (8) hour days of training for three (3) users;

k) System Administrators – two (2) eight (8) hour days of training for ten (10) users.

l) The Contractor shall as part of its bid include ten (10) eight (8) hour days of on-site training to meet additional training needs of End Users, Maintenance Technicians, and/or System Administrators during system implementation and/or within one (1) year following Final Acceptance.

m) At the request of GETD, the Contractor shall provide additional training sessions if necessary, 60 days after use of the system.

Equipment Evaluation
Proposals will be evaluated and Contractors that are considered in the competitive range will be required to attend an interview and product demonstration for the evaluation team. Selected Contractors will provide and install a test system in a vehicle for a period of 15 days.

Contractors selected to provide evaluation equipment must install the equipment in less than 15 days from the date of notification. Contractors that fail to provide the evaluation equipment within the required time frame will not be considered for contract award.

The District will evaluate the performance of the system during the test period and the performance of the system will be considered part of the decision of contract award. Evaluation systems shall be installed, so the equipment does not permanently damage the vehicles interior components.

The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to GETD.
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Evaluation Weighting

<table>
<thead>
<tr>
<th>EVALUATION AREA</th>
<th>WEIGHTING</th>
</tr>
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<tbody>
<tr>
<td>Proposer Qualifications, Reputation, and Financial Responsibility</td>
<td>10 Points</td>
</tr>
<tr>
<td>Management Plan</td>
<td>5 Points</td>
</tr>
<tr>
<td>Quality of the Technical Solution</td>
<td>25 Points</td>
</tr>
<tr>
<td>Responsiveness to GETD Functional Requirements</td>
<td>15 Points</td>
</tr>
<tr>
<td>Warranty and Service Agreement</td>
<td>10 Points</td>
</tr>
<tr>
<td>Price Proposal/Cost</td>
<td>35 Points</td>
</tr>
<tr>
<td>TOTAL POSSIBLE</td>
<td>100 Points</td>
</tr>
</tbody>
</table>

The following items will be taken into consideration by GETD in each Evaluation Area:

1. **Proposer Qualifications, Reputation, and Financial Responsibility**
   Technical experience in performing work on services of similar nature; Experience working with public agencies; Financial stability and strength; Competency of subcontractors; assessment by client references; References with demonstrated success in providing similar services; Reputation for providing high-quality products and services.

2. **Management Plan**
   Plan for technical and management coordination with GETD; Proposed project schedule; Training and documentation approach; Qualifications of proposed project staff; References for Contractor’s project manager and subcontractors.

3. **Quality of the Technical Solution**
   Proposer’s overall understanding of GETD’ needs and objectives; Suitability of the proposed technological solution to GETD requirements; Quality and performance of hardware and components; Software features and functionality; Features unique to the Contractor’s solution; Reliability and maintainability as evidence by use of a proven design; Ability to integrate with future Smart Bus technologies; Suitability of alternative approaches proposed.

4. **Responsiveness to GETD Functional Requirements**
   Degree of compliance with the Technical Requirements; Impact of non-compliant features on overall system functionality and value; Impact of features that exceed requirements on overall system functionality and value.
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5. **Installation, Testing, and Training Approach**  
Demonstration of a well-considered installation approach; Potential impact on GETD operations; Proposed installation timeline; GETD resource requirements to support installation; Testing plans and procedures; Quality and completeness of the proposed Training program.

6. **Warranty and Service Agreement**  
Items covered and not covered by the Proposer’s Warranty and Service Agreement; Preventative maintenance plan; Remedial maintenance response time; Availability of trained technicians and parts; Enhancements and upgrades; Engineering maintenance and support services

7. **Price Proposal Score Calculation:**  
The Base Price comprises the overall cost of the base contract, including the system warranty, installation, freight, training and maintenance costs.

Proposals deemed non-responsive from the technical evaluation shall not proceed into the price scoring. In determining the Competitive Range, the Base Price score shall be calculated using the following formula:

\[
\text{Base Price Score} = \frac{\text{Lowest Proposed Base Price}}{\text{Proposed Base Price}} \times 20 \text{ Points}
\]

GETD recognizes that the Contractor’s responses to Priced Options may vary significantly in overall functionality and cost. Because the Priced Options cannot be compared uniformly among Contractors, costs for Priced Options will not be included in the calculation of the Base Price Score.

In the BAFO the Price Proposal shall be determined using combined cost of the Base Price Proposal in addition to negotiated Price Options.

The BAFO Price score shall be calculated using the following formula:

\[
\text{Total Price Score} = \frac{\text{Lowest Proposed Total Price}}{\text{Proposed Total Price}} \times 20 \text{ Points}
\]

The Selection Committee will consist of representatives from GETD’s Senior Management, Maintenance, Information Technology and Procurement Departments and at GETD’s option, an outside agency representative.
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Contractors shall provide one (1) original and two (2) copies marked “COPY” of your proposal.

To determine the best qualified Contractor to meet the requirements of this RFP, the following may be required by GETD:

- Oral presentations by Contractor.
- Interviews with the firm’s Officers and Customer Service Representatives.
- Additional Information as requested by GETD.

System Acceptance
A three (3) step testing and acceptance model shall be used, with each step comprising a milestone in which will authorize the Contractor to proceed to the next milestone. The key attributes of this testing approach include:

- Vehicle Acceptance Test required for each vehicle installation.
- Proof of Performance on 10 vehicles in service.
- Operational Performance Testing leading to Final System Acceptance.

GETD will not be constrained by the Contractor testing plan and reserves the right to make the following requests which shall be acted on by the Contractor:

a) Any procedural changes and other reasonable tests to reasonably assure system performance and conformance.

b) Investigation into any apparent troubles or anomalies with respect to the system.

c) An audit of all test reports and verification of any or all previous tests and measurements.

d) Upon successful completion of any test, the Contractor shall prepare and submit within two.

e) (2) weeks a report summarizing the results with relevant test records appended. All such test reports must be signed by witnesses to the tests.

f) GETD shall be notified five (5) days in advance of each test and reserves the right to witness any or all of the tests.

g) The Contractor shall conduct its own tests in advance of tests required by the Contract as necessary to ensure compliance with the Technical Specifications at the time of the Contract required tests and to rehearse test procedures.

h) All equipment and components must be delivered with the manufacturer’s quality conformance test sheets proving the equipment met the manufacturer’s quality criteria.
Vehicle Acceptance Testing
Vehicle Acceptance testing shall be carried out for the testing and acceptance of the onboard system installed on each vehicle.

The complete onboard system shall be tested on each vehicle for its compliance with all technical, functional, installation, and specifications of the system.

Vehicle Acceptance Tests will need to be completed prior to the commencement of the Proof of Performance Test and Operational Performance Test for their associated vehicle quantities.

The Contractor shall be required to install (as a minimum in temporary state) essential components of the central system and wireless communication system infrastructure to support the Vehicle Acceptance Testing procedures.

Proof of Performance Testing
Proof of Performance testing will commence upon the installation of the central system, Wireless Communications System, and on ten representative fixed route transit buses and three paratransit vehicles and configuration that will be part of the phase deployment.

All system functions will be tested in the Proof of Performance. All components, subsystems, and system processes shall be tested individually and together to ensure that they meet the contract requirements and provide a properly functioning system.

Upon acceptance of the Proof of Performance test results GETD will grant Proof of Performance Acceptance and authorize the Vendor to proceed with additional on-board installations for the final Operational Performance test.

Operability Period Test
The Operational Test Period is a thirty (30) day performance test that is initiated once Vehicle Acceptance has been granted for all remaining vehicles. Through the Operational Test Period, the system is tested under full operational conditions to ensure that the performance requirements are met and to measure the system performance under full load conditions, reliability and availability.

During the Operational Test Period, GETD will operate the system as per normal operations and document system deficiencies and non-compliances as follows:

- **Major Issues**: “Major Issues” shall constitute:
  - System deficiencies that impair any system aspect of more than ten percent (10%) of the fleet.
  - System deficiencies that impair the central system’s capacity to manage and/or access data captured by the system, and require hardware replacement and/or software modifications.
• Total failure of the Wireless Communications System.
• System deficiencies that take more than 24 hours to rectify.
• Minor Issues: “Minor Issues” shall constitute defects and deficiencies that can be corrected in less than twenty-four (24) hours.
• Minor Issues will be documented and communicated to the Contractor for rectification. Upon resolution of the issue, further testing will be carried out to document its resolution.

Major Issues will be documented and communicated to the Contractor for rectification. Major Issues will trigger a reset of the Operational Test Period which will recommence for a thirty (30) day period upon resolution of the issue. Further testing will be carried out to document resolution prior to the resetting of the Operational Test Period.

The Operational Test Period will be completed when the full thirty (30) day period of the test is carried out without any major issues.

Upon completion of the Operational Test Period, resolution of all Minor Issues, submission of all Phase related documentation, and completion of all Phase related training, will grant Final System Acceptance to the Contractor.

The Final Acceptance of the system shall be granted upon successful completion of all work called for by this specification and all related documents, in addition to the successful completion of the system acceptance tests.

Warranty

a) The warranty period shall run for the entire system and workmanship, including, onboard video surveillance equipment, backend equipment, software, servers, wireless network components and spare components, for two (2) years from the date of project acceptance.

b) The Contractor shall warrant that the design, materials, construction, software and workmanship of the equipment shall reflect the intended use of the equipment and as a critical tool in operator training and safety.

c) The Contractor shall warrant that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and software, and provide with all information necessary to maintain the system.

d) If there is a change in the production configuration of any equipment or software being installed prior to System Acceptance, GETD requires that all previously installed equipment and software be upgraded to match the updated configuration.
e) The Contractor shall warrant that its employees, agents and sub-contractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so performed.

f) During the warranty period, the Contractor shall, at no cost to GETD, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty.

g) The Contractor shall provide any software upgrades, fixes, updates, or version changes at no cost to GETD during the warranty period.

h) In addition to the foregoing warranties, the Contractor shall assign to, and shall have the benefit of, any and all sub-contractors and equipment supplier warranties and representations with respect to the deliverables provided.

i) The Contractor shall provide a single point of contact for all warranty administration during the warranty period.

j) The Contractor shall warrant to GETD that GETD shall acquire permanent title to all equipment and non-proprietary software provided under the Contract, free and clear of all liens and encumbrances.

**Repair or Replacement of Faulty Components**

During the warranty period, the Contractor shall repair or replace any faulty components, with the cost included in the warranty price. GETD will ship each faulty component to the Contractor, who shall return a new or repaired component within one week of originally receiving it.

All components repaired or replaced in the last year of warranty shall carry an additional one year warranty.

If the Contractor determines that a returned component is not faulty, GETD shall receive the original component back in working order within two days of the Contractor originally receiving the returned component.

All components received back from the Contractor will be tested in accordance with the original Acceptance Test Procedures. If the returned parts are found faulty upon return, GETD will return the faulty items to vendor for repair.

The Contractor shall pay all shipping charges to and from, and any duties associated with the repair or replacement of faulty units.
**System-wide Replacement**

If at least 25% of a given component requires repair or replacement within the two–year warranty period, the component shall be deemed to warrant system-wide replacement. System-wide replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault.

**Spare Parts**

The Contractor shall submit a recommended list of spare components, quantities and pricing to support the fleet. Pricing for the spare parts shall not be considered as part of the cost proposal, but separate if GETD decides to order spares.
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To: Golden Empire Transit District

Pursuant to and in compliance with your Request for Proposals, calling for bids and related documents, the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated; including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this proposal and all in strict conformity with the drawings and specifications and other contract documents, including addenda number ______.

The bidder has carefully examined the plans, specifications for this project prepared and furnished by Golden Empire Transit District and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall commence by the bidder, if awarded the contract, on the date to be stated in Golden Empire Transit District’s “Notice to Proceed.”

I, the bidder identified below, declare under penalty of perjury, that the information provided and representations made in this bid are true and correct and that this declaration was executed on:

this__________________ day of ________________________________, 2014

NAME OF BIDDER: ___________________________________________

CORPORATE OR COMPANY NAME: _______________________________________

ADDRESS: ___________________________________________________

___________________________________________________

TELEPHONE: ____________________________ FAX: _______________________

SIGNATURE: ____________________________ DATE: ______________________

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**Bid Form**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>(86) Onboard video surveillance systems (9 camera)</td>
<td>$_______</td>
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<tr>
<td>(19) Onboard video surveillance systems (8 camera)</td>
<td>$_______</td>
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<tr>
<td>(86) Fixed route bus video surveillance system installation</td>
<td>$_______</td>
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<tr>
<td>(19) Paratransit video surveillance system installation</td>
<td>$_______</td>
</tr>
<tr>
<td>Wireless network</td>
<td>$_______</td>
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<tr>
<td>Wireless network installation</td>
<td>$_______</td>
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<tr>
<td>Backend equipment and software</td>
<td>$_______</td>
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<tr>
<td>Training</td>
<td>$_______</td>
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<tr>
<td>Delivery</td>
<td>$_______</td>
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<tr>
<td>Sales Tax (8.25%)</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td>$_______</td>
</tr>
</tbody>
</table>

**ADDENDA RECEIVED DATE:** _________________________________

**NAME OF BIDDER:** __________________________________________

**CORPORATE OR COMPANY NAME:** _______________________________________________

**ADDRESS:** _______________________________________________________

**TELEPHONE:** _________________________________

**FAX:** _________________________________

**DATE:** _________________________________

**SIGNATURE:** _______________________________________________
GOLDEN EMPIRE TRANSIT DISTRICT
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PART I
COMMERCIAL TERMS AND CONDITIONS
(Equipment, Materials and Services)

Proposals are requested for the Scope of Work enclosed.

1. CONTRACT DOCUMENTS
   a. All terms and conditions included in this solicitation will be incorporated into any resultant contract.
   b. It is the intent of the District to award a firm fixed price contract for this procurement.
   c. The District is exempt from Federal Excise and Transportation Taxes. The District will furnish necessary exemption certificate upon request. Any sales tax, use tax, imposts, revenues, excise or other taxes, which are now or which may hereafter be imposed by Congress, by a state or any political subdivision hereof and applicable to the sale or the material delivered as a result of bidder's proposal and which, by the terms of the tax law, must be passed directly to GET and will be paid by GET.

2. FORM OF BIDS

   Bids shall be submitted only on the Bid Form, furnished to contractors. Bids submitted on any other form will be considered non-responsive and WILL BE REJECTED. The only acceptable method of modifying a bid is by letter, if it is received by the person assigned to open bids prior to the time set for opening of bids.

3. RECEIPT OF BIDS
   a. Sealed bids, an original and two (2) copies will be received by:

       Golden Empire Transit District
       1830 Golden State Avenue
       Bakersfield, CA 93301

       The bid opening will occur at the time and date specified in the announcement.
b. The District reserves the right to postpone bid opening for its own convenience, to reject any or all bids, and to cancel the requirements at any time prior to bid opening and return all bids unopened.

4. DISCREPANCIES

If a Contractor becomes aware of any discrepancy, ambiguity, error or omission, it shall be reported immediately to the District Staff, who will determine the necessity for clarification.

5. APPEAL PROCEDURES

Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the District in writing 10 work days before bid opening. Requests must be addressed as listed in Item 3 and be clearly marked on the outside of the envelope: "NOT A BID". Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evident that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and the compatibility of proposed alternates or equals shall be upon the Contractor, who shall furnish all necessary information at no cost to the District. The District shall be the sole judge as to the quality, substitutability and compatibility of the proposed alternates or equals.

6. ADDENDA

a. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District Manager and only in the form of written addenda mailed or otherwise delivered to the address of record of each Contractor. Each addendum will be numbered and dated. Under extreme circumstances, an addendum may be in the form of a telegraph. Oral statements or any instructions in any form, other than addenda as described above, shall have no consideration.

b. Each addenda received during the bidding shall be acknowledged in the designated space on the Bid Form with the information therein requested. If none are received, the words "no addenda received" shall be written in the said space.

7. RECEIVING BIDS

Bids received will be kept unopened until the time fixed for the bid opening. The person whose duty it is to open the bids will determine when the time stated above has arrived and no bid received thereafter will be considered.

8. WITHDRAWAL OF BIDS
Bids may be withdrawn only by signature of Contractor, provided the request is received by the person whose duty it is to open bids prior to the time fixed for bid opening. Each bid opened will be considered to be a valid offer, and may not be withdrawn for a period of thirty (30) calendar days following opening of bids, unless the Contractor is given written notice that the bid is unacceptable.

9. EVALUATION OF BIDS

Bids will be evaluated as stated in the Scope of Work.

10. AWARD OR REJECTION OF BID

a. Award will be made to the lowest responsive and responsible Contractor or Contractors whose bid meet all or the majority of the requirements and conditions set forth in the technical specifications/Scope of Work.

b. The District reserves the right to REJECT ANY OR ALL bids or any item or part thereof, or to waive any informality in bids when it is in the best interest of the District to do so.

c. The District also reserves the right to award its total requirements to one Contractor or to apportion those requirements among several Contractors, as the District may deem it to be in its best interest.

11. PRE-CONTRACTUAL EXPENSES

Bidders are responsible for all pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by the Bidder in 1) preparing the bid in response to this invitation; 2) submitting that bid to the District; 3) negotiating with the District any matter related to this bid; or 4) any other expenses incurred by Bidder prior to date of award.

12. PAYMENT

a. Payment Schedule and Invoicing

1. Payment for equipment, material, and services shall be made 30 days after receipt of invoice.

   a. Proper and complete billing (including support) is received by District.

   b. Acceptance by the District of the equipment, materials and / or services in accordance with the Scope of Work.
c. Contractual agreements set forth between the District and the Contractor.

d. Prime Contractor and Subcontractor Payments (if applicable)

Prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime contractor receives from the District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District.

13. DELAYS

a. Unavoidable Delays

If services under the contract should be unavoidably delayed, the District's Chief Executive Officer (C.E.O) shall extend the time for completion of the contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractors subs, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means. Delays beyond control of the District or caused by the District will be sufficient justification for delay of services and Contractor will be allowed a day for day extension.

b. Notification of Delays

The Contractor shall notify the Maintenance Manager as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay delivery or installation. Within five (5) calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as available.

c. Request for Extension

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the District's C.E.O. to make a decision on any request for extension. The District's C.E.O. shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The District's C.E.O. shall notify the Contractor of his decision in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be
reimbursed for losses on account of delays resulting from any cause under this provision.

14. INSURANCE

a. During the performance hereunder and at Contractor's sole expense, Contractor shall procure and maintain the following insurance and shall not of its own initiative cause such insurance to be cancelled or materially changed during the course of herein contract for bid.

1. Workers' Compensation Insurance with the limits established and required by the State of California;

2. Employers' Liability Insurance with the limits set forth below;

3. Comprehensive General Liability, Product/Completed Operations Liability, Contractual Liability, Independent Contractors Liability, and Automobile Insurance with at least the following limits of liability:

   a. Primary Bodily Injury Liability limits of $1,000,000 per occurrence;

   b. Primary Property Damage Liability limits of $1,000,000 per occurrence.

b. Prior to the District's issuance of a contract, the Contractor must furnish to the District a Certificate of Insurance which shall certify the Contractor's insurance policy adequately covers the above listed requirements. Documents may be delivered or mailed to said office. Language on the certificate shall confirm the following:

   1. The District is designated as an additional insured on the Comprehensive Liability and Automobile Liability Insurance described hereinabove.

   2. The coverage shall be primary as to any other insurance with respect to performance hereunder.

   3. Thirty (30) days written notice of cancellation or material change to District.

15. LIQUIDATED DAMAGES

The District and bidder recognize that liquidated damages requirements are appropriate if parties to a contract may reasonably expect to incur damages in the form of increase costs resulting form the late completion of the contract. Therefore, the District will impose a charge of $100.00 per day, per a vehicle, each day after scheduled completion date.
GOLDEN EMPIRE TRANSIT DISTRICT
REQUEST FOR PROPOSALS
“On-Board Video Surveillance System” RFP #G061

Part II

General Terms and Conditions
(Equipment, Material and Services)

1. PROHIBITED INTERESTS

a. Prohibited Interest

The parties hereto covenant and agree that, to their knowledge, no board member, officer, or employee of the District, during his tenure or for one (1) year thereafter has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the District, and that, if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (commencing with Section 1090) or Division 4.5 of Title 1 (commencing with Section 3600) of the Government Code of the State of California.

b. Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share of or part of this contract or to any benefit arising therefrom.

2. 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. 2000(d), 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 requirements of U.S. Department of Labor (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.

3. **REPAIRS AFTER NONACCEPTANCE**

a. The District may require the Contractor, or its designated representative to perform the repairs after nonacceptance, or the work may be done by the District’s personnel with reimbursement by the Contractor.

b. **Repairs by Contractor**
1. If the District requires the Contractor to perform repairs after nonacceptance of the equipment, the Contractor's representative must begin work within five (5) working days after receiving written notification from the District of failure of acceptance tests. The District shall make the equipment available to complete repairs timely with the Contractor repair schedule.

2. The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs.

c. Repairs by District

1. Parts Used: If the District decides to perform the repairs after nonacceptance of the equipment, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Reports of all repairs covered by this procedure shall be submitted by the District to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these parts.

2. Contractor Supplied Parts: If the Contractor supplies parts for repairs being performed by the District after nonacceptance of the equipment, these parts shall be shipped prepaid to the District from any source selected by the Contractor within 10 working days after receipt of the request for said parts.

3. Return of Defective Components: The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor.

4. Reimbursement for Labor: The District shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per hour, per technician straight wage rate of $85.00.

5. Reimbursement for Parts: The District shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 25 percent handling costs.

4. TERMINATION OF CONTRACT

a. Termination for Convenience

1. The procurement under this CONTRACT may be terminated by the District in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is in its best interest. Any such
termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

2. After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

   a. stop work under the contract on the date and to the extent specified in the notice of termination;

   b. place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

   c. terminate all orders and subcontracts as to the extent that they relate to the performance of work terminated by the notice of termination;

   d. assign to the District, in the manner, at the time, and to the extent directed by the District, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

   e. settle all outstanding liabilities and all claims arising out of such termination of orders and subcontract, with the approval and ratification of the District, to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause;

   f. transfer title to the District and deliver in the manner, at the time, to the extent, if any, directed by the District, the fabricated or unfabricated parts, works in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the District;

   g. use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the District, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the District, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the District may direct;
h. completed performance of such part of the work as shall not have been terminated by the notice of termination; and

i. take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

b. **Termination for Default**

1. The District may, by written notice of default to the Contractor, terminate the whole or any part of this contract, if the Contractor fails to make delivery of the equipment or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the District may authorize in writing) after receipt of notice from the District specifying such failure.

2. If the contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the district may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. Payment for completed equipment delivered to and accepted by the district shall be at the contract price. The District may withhold from amounts otherwise due the Contractor for such completed equipment such sum as the District determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
5. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the District.

6. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

5. DISPUTES

a. Protests dealing with restrictive specifications or alleged improprieties in the solicitation must be filed no later than eight working days prior to the bid opening or closing. Any other protest must be filed not later than eight working days after award of contract. Protests shall be in writing and addressed to the C.E.O.

b. The protest will contain a statement describing the reasons for the protest and any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified in paragraph a. The protest will also indicate the ruling or relief desired from the District.

c. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement shall be decided by the District, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the District shall be final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the District's decision.
CERTIFICATE OF NONDISCRIMINATION

Respondent hereby certifies under penalty of perjury under the laws of the State of California, that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, color, religion, sex or national origin, ancestry, physical handicap, medical condition, marital status, or age; that it is in compliance with all applicable federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. Respondent and its subconsultants shall employ with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder Cal. Admin. Code, Title 2, Sec 7285.0 et seq.).

Respondent agrees specifically:

* To establish or observe employment policies which actively promote opportunities for minority persons and women at all job levels.

* To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities and women, and to the minority communities and women at large.

* To state in all solicitations or advertisements for employees that the Proposer will consider all qualified applicants for employment without regard race, color, religion, age, sex or national origin.

Please include any additional information available regarding equal opportunity employment programs now in effect within you company, e.g. an Affirmative Plan and/or Policy statement.

CERTIFIED BY:

__________________________________________
SIGNATURE

____________________________________
NAME & TITLE
RETURN THIS FORM WITH YOUR BID
DISADVANTAGED BUSINESS ENTERPRISE

____________________________________ hereby certifies that all reasonable efforts have been made to secure maximum disadvantaged business enterprise (DBE) participation in this contract. *

BY: _________________________________
    Authorized Official

_________________________________
    Title

Please include on a separate sheet the names, addresses of all DBEs contacted or that will participate in the contract, the scope of work, dollar amount of for each participating DBE. Also describe all efforts which have been made to secure maximum DBE participation.

All participating DBEs must complete the DBE affidavit, attached.

AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE

I hereby declare and affirm that I am a qualifying DBE as describe in 49 CFR part 26 and that I will provide information to document this fact.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

BY:_____________________________________

Title: ___________________________________

Date: ________________________
RETURN THIS FORM WITH YOUR BID

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a third party contract), ____________________________________certifies to the best of its knowledge and belief that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by an Federal debarment or agency.

2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for default.
(If the primary participant (applicant for and FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), __________________________, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OR THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

___________________________________________
Signature and Title of Authorized Official

The undersigned chief legal counsel for the __________________________ hereby certifies that the __________________________ has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

___________________________________________
Signature of Applicant's Attorney

___________________________________________
Date
RETURN THIS FORM WITH YOUR BID

BUY AMERICA CERTIFICATE

Equipment, Materials and Services

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

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, or manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling Stock not subject to a general waiver must be manufactured in the Unites States and have a 60 percent domestic content.

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


The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323 (j)(1) and the applicable regulations in 49 CFR Part 661.

DATE:___________________________________________

SIGNATURE:______________________________________

COMPANY NAME:__________________________________

TITLE:____________________________________________

=================================================================


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

DATE:___________________________________________

SIGNATURE:______________________________________

COMPANY NAME:__________________________________

TITLE:____________________________________________
Provide references from established firms or government agencies, (four preferred; two of each type preferred) other than the procuring DEPARTMENT, that can attest to your experience and ability to perform the Contract subject of this RFP.

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Types of Supplies/Services Provided and Dates Provided/Contracted:

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