



**REQUEST FOR PROPOSAL
GHTD RFP #09-020**

**GREATER HARTFORD TRANSIT DISTRICT
PARATRANSIT VEHICLE CAMERAS
148 ROBERTS STREET, EAST HARTFORD, CT 06108**

MAY 29, 2020

RFP KEY INFORMATION SUMMARY SHEET

Request for Proposals: Paratransit Vehicle Cameras

Solicitation Number: RFP #07-020

RFP Issue Date: May 29, 2020

RFP Issuing Office: Greater Hartford Transit District

Procurement Officer: LaShaunda Drake
Procurement and Contract Coordinator
Greater Hartford Transit District
One Union Place
Hartford, CT 06103
Direct Phone: (860) 380-2012
Email: ldrake@ghtd.org

Proposal to be sent to: Greater Hartford Transit District
One Union Place
Hartford, CT 06103
Attn: LaShaunda Drake

Pre-Proposal Conference: June 12, 2020 at 10:00 AM Local Time
Participation is NOT mandatory Web Meeting via GoToMeeting
<https://global.gotomeeting.com/join/789627277>
Dial in by phone: 1 (872) 240-3212
Access Code: 789-627-277

Inquiries Deadline: June 24, 2020; 12:00 PM Local Time

Proposal Due Date and Time: July 10, 2020 at 2:30 PM Local Time



NOTICE

GREATER HARTFORD TRANSIT DISTRICT REQUEST FOR PROPOSALS GHTD RFP #09-020 PARATRANSIT VEHICLE CAMERAS

The Greater Hartford Transit District (The District), Hartford, Connecticut is requesting proposals from a qualified firm or firms for the purchase, delivery and installation of a Vehicle Cameras (four (4) Interior and five (5) Exterior), 6-channel HD Video Surveillance System, and all required wiring to be installed in approximately 100 existing paratransit fleet vehicles, housed at the District's ADA Operations and Maintenance Facility located at 148 Roberts Street, East Hartford, CT 06108. The District seeks to upgrade and expand its existing vehicle camera system to capture real time incidents (inside and outside of the vehicles) as they occur. Currently, existing paratransit vehicles have DriveCam installed, which captures a recording of an event when it is "triggered".

Proposal documents may be obtained by calling the District at 860.380.2012 or emailing to: ldrake@ghtd.org. A pre-proposal conference will be held via **GoToMeeting** on **Friday, June 12, 2020, at 10:00 AM**. The purpose of the meeting is to outline requirements of the RFP and to provide the opportunity for questions.

The Proposer may submit any written requests for clarification as well as any questions regarding this solicitation package prior to the pre-proposal conference.

Proposals shall be submitted to LaShaunda Drake, Greater Hartford Transit District, One Union Place, Hartford, CT. 06103, on or before **2:30 p.m. on Friday, July 10, 2020**. Proposals received after the deadline will not be considered and will be returned to the Proposer unopened. Any changes, or any requests for changes in the specifications, will not be recognized after sealed proposals are submitted to the District.

Any contract resulting from this request for proposals is subject to a financial assistance contract between the District, the Connecticut Department of Transportation and the Federal Transit Administration. All Proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

The District hereby notifies all Proposers that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award. The District reserves the right to reject any and all proposals as submitted in response to this Request for Proposals, and to waive informalities and irregularities, as it deems in its best interest.

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SECTION I - GENERAL INFORMATION

1. INTRODUCTION

The Greater Hartford Transit District (the "District") is a quasi-municipal corporation operating under the authority of Chapter 103a of the Connecticut General Statutes. There are currently sixteen member towns represented by appointees who collectively form the Board of Directors which is the policy-making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain and otherwise provide all forms of land transportation and related services including the development or renewal of transportation centers and parking facilities.

The District seeks to upgrade and expand its existing vehicle camera system to capture real time incidents (inside and outside of the vehicles) as they occur. Currently, existing paratransit vehicles have DriveCam installed, which captures a recording of an event when it is "triggered".

2. SUBMISSION OF PROPOSALS

Contractors shall submit their Proposal prior to **2:30 p.m. on Friday, July 10, 2020** to:
LaShaunda Drake
Procurement and Contract Coordinator
Greater Hartford Transit District
One Union Place
Hartford, Connecticut 06103-1409

Proposals shall be prepared as described in Section III of this RFP.

Technical proposals shall be enclosed in a sealed envelope and clearly marked "TECHNICAL PROPOSALS FOR PARATRANSIT VEHICLE CAMERAS" on the front thereon. Cost Proposals shall be submitted in a separate sealed envelope clearly marked "COST PROPOSAL PARATRANSIT VEHICLE CAMERAS". The Proposer's complete return address must be included on the outer envelopes.

Late submissions will not be accepted. It is the responsibility of the Proposer to ensure that its Proposal is delivered to the District by the date and time referred to hereinabove. Delivery by facsimile or any other electronic means is not typically accepted. However, acceptations may be made due to COVID-19 if submitted by written request.

All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Proposer. Proposers shall not include any such expenses as part of the price proposed in response to the RFP.

A submission of a proposal will be considered by the District as constituting a legal offer by the Proposer to perform the required services at the proposed price.

3. PROPOSAL INQUIRIES

Communication by any Proposer with any agent or employee of the District on the subject of this RFP, or the pending process may result in the Proposer being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this

process must be submitted in writing to LaShaunda Drake on or before **12:00 PM Local Time, on Wednesday, June 24, 2020**. Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document.

4. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held via **GoToMeeting** on **Friday, June 12, 2020**, at **10:00 AM**. The purpose of the meeting is to outline requirements of the RFP and to provide the opportunity for questions.

To join the GoToMeeting, visit: <https://global.gotomeeting.com/join/789627277>

You can also dial in using your phone: 1 (872) 240-3212

Access Code: 789-627-277

The Proposer may submit any written requests for clarification as well as any questions regarding this solicitation package prior to the pre-proposal conference. Attendance at the Pre-Proposal Conference is not mandatory, and is not a condition for final award.

5. COMMENCEMENT OF SERVICES/TERM OF CONTRACT

It is the intent of the District to execute an agreement with the successful Proposer, to commence upon award of the project. The District expects to make an award by early August. The District expects the contract to commence by Fall 2020. The agreement between the District and the successful proposer shall be for a one-time equipment installation.

6. QUALIFICATION OF PROPOSERS

Prospective Proposers must meet the following minimum qualifications to be considered for selection. All Proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria and requirements identified in the RFP. All Proposers must have sufficient financial capacity to complete the project. The District is the sole judge in determining compliance with qualifications standards.

7. FEDERAL GRANT REQUIREMENTS

Exhibit - A, attached hereto and made a part hereof sets forth federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants. Its provisions are hereby included herein as an integral part of this RFP.

8. STATE GRANT REQUIREMENTS

Exhibit - B, attached hereto and made a part hereof sets forth state requirements placed upon vendors who are participating in a project funded in whole or in part with state grants. Its provisions are hereby included herein as an integral part of this RFP.

9. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the District that disadvantaged business enterprises ("DBE's"), Small Proposer and Small Proposer Minority Business Enterprises ("SBE and MBE") be afforded the maximum opportunity to participate in the performance of all contracts let by the District in accordance with Section 4a-60g of the Connecticut General Statutes as revised and in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR

Part 26. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services. The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity.

Proposers will submit a statement indicating its own DBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will let to comply with the District's DBE goal of **5%**. There is no separate contract goal for this procurement.

If the Contractor is unable to achieve the specified contract goals, the Contractor must submit written documentation to the District indicating his/her good faith efforts to satisfy goal requirements.

The District is a part of the State of Connecticut Department of Transportation Unified Certification Program ("UCP") and any contractor and/or sub-contractor and/or vendor utilized to meet the DBE Participation requirements must be certified through that UCP. A list of Conn DOT Certified DBE vendors can be found at: www.biznet.ct.gov/dot_dbe/dbesearch.aspx. Upon request, the District will provide information related to the state certification process.

10. BRAND NAMES

If present, brand, manufacturer or product names are indicated in the specifications and/or attachments only for the purpose of establishing identification and a general description of the item(s) sought. Items of equal quality, not bearing such names, may be submitted in the bid, provided however that prior approval for the item is obtained from the District.

11. REQUESTS FOR CLARIFICATION OR APPROVED EQUAL STATUS

Requests for approved equals, clarification of specifications and any protest of specifications must be received by the District, in writing, not less than seven (7) days before the date of scheduled due date. Any request for an approved equal or protest of specifications must be fully supported by technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. An Approved Equal Form is included in Exhibit F.

The brand name "Seon TLHD" is the approved model that the District has selected to be factory installed in all newly ordered fleet vehicles. The brand to be installed in the existing fleet vehicles at the ADA Operations and Maintenance Facility, as it pertains to this RFP, must be Seon TLHD (hardware and software) or approved equal and must be able to be fully integrated with the Seon TLHD System. Proposers must confirm and prove that any proposed system other than Seon TLHD is fully compatible with the District's approved model (hardware and software) or the proposal will be deemed non-responsive.

12. QUANTITIES AND/OR USAGES

Quantities and/or usages are estimates only and in no way represent a commitment and/or intent to purchase the estimated amount. Actual quantities and delivery locations may vary. The District reserves the right to order all quantities that may be needed, at the contract price, during the contract term regardless of the estimates provided in this RFP.

13. SAMPLES

Samples (if any) are to be furnished free of charge and may be held for comparison with deliveries. Proposers must arrange for their return if desired. Samples are assumed to meet, at a minimum, District specifications for quality. All deliveries shall have at least the same quality as the accepted proposal sample. Latent deficiencies will be remedied by the contractor at no additional cost, or loss of service, to the District.

14. SUBCONTRACTING

If subcontractors are necessary to complete any functions of this requirement, the Contractor must list their names and business locations of any proposed subcontractors, with their submitted Bid Proposal Form. The District reserves the right to review and approve any subcontractors proposed by the Contractor. Any approval of the subcontractor shall not be construed as making the District party of such contract, giving the subcontractor privileges of contract with the District, or subjecting the District to liability of any kind to any subcontractor.

15. CONTRACTING

The District reserves the right to require the successful Proposer to execute a contract in a format supplied by the District. The terms and conditions of the contract to be signed upon the award of the RFP will supersede any inconsistent provisions of the RFP documents.

The award of any contract is subject to the following conditions and contingencies:

1. The approval of such governmental agencies as may be required by law.
2. The appropriation of adequate funds by the proper agencies.
3. Compliance with all applicable laws, regulations, ordinances and codes of the United States and, the State of Connecticut.
4. The selected Proposer must be current in all tax or any other monetary obligation owed to the State of Connecticut.
5. The selected Candidate must have a current EEO certification on file with the State.

16. LIQUIDATED DAMAGES

If the successful Contractor fails for any reason other than delays caused by Acts of God, to provide full completion of the project as set forth herein, the District shall have the right to obtain service from other sources on the open market. The District may deduct as liquidated damages from any money due or coming due to the Contractor the difference between the contractor's price and the open market price for any and all days the project is unfinished.

Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the District. The

rights and remedies provided for in these specifications shall be in addition to and not a limitation of any rights and remedies otherwise available at law. In any lawsuit involving the assessment or recovery of liquidated damages, the reasonableness of the charge therefore shall be presumed, and the amount assessed shall be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute or under the contract.

17. EXTENSION OF TIME

The District may determine that a reasonable extension of time for completion of delivery services contemplated hereunder may be made under the following conditions:

- A. Where the contractor is delayed due to a cause beyond his/her or its control, including, but not limited to, strikes, riots and acts of God. A delay shall be construed as being beyond the contractor's control only if the delay was not reasonably expected to occur in connection with or during the contractor's performance, and it was substantial and in fact delayed the total progress of the work, and it could not adequately have been guarded against by contractual or legal means. When the contractor is delayed in progress regarding one area of fulfilling the agreement, but can proceed with performance in another area, he or it must so proceed.
- B. Where the contractor and the District have executed a change order which provides for an extension of time of completion. No extension of time will be granted unless a written request for extension is served on the District within ten (10) business days from commencement of the delay. Requests for extensions of time shall specify the nature of the cause of the delay, and such other proofs as are reasonably related to the cause of the delay. The contractor shall provide the District with all information reasonably required by it to make a decision on the request. In the case of such extension, the time of delivery completion shall be extended by a period of time equal to 1-1/2 days for every one day of delay. Accidents and mechanical failures en route from the manufacturer shall be deemed to be beyond the contractor's control.

18. PROCUREMENT AND APPEALS PROCESS

The District's procurement procedures and appeals process are contained in Exhibit - C attached hereto and made a part hereof.

19. FUNDING

All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

No proposal will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not

registered with the Secretary of State's Office to conduct business in the State of Connecticut.

20. VALIDITY OF PROPOSALS

Proposers agree that their proposals remain valid for a period of a hundred and twenty (120) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

Proposers agree that the technical portion of their proposals (not including proprietary or pricing information) may be released to other Proposers upon announcement of award, if requested by such other bidders

By responding to this RFP, the Proposer implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. It is further implied that the proposer did not participate in the District's RFP development process, had no knowledge of the specific contents of this RFP prior to its issuance, and that no employee of the District participated directly or indirectly in the firm's proposal preparation.

21. ADDENDA AND PROPOSAL REJECTION

The District reserves the right to issue addenda to this RFP as a result of inquiries received, or to make adjustments to its project schedule if it is deemed in the District's best interest to do so. It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated contact person prior to entering a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposal.

The District reserves the right to reject any and all Proposals resulting from this RFP if the District deems that it is in the best interest of the District to do so. The District may elect to make an award of the subject contract as direct result of Proposals received or elect to negotiate with Proposers.

22. PROPOSAL WITHDRAWAL

The Proposer's authorized representative may, prior to the date and times set as the deadline for receipt of proposals, modify or withdraw a proposal in person or by written or facsimile notice to the official listed in this document. If proposal are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written or emailed notices shall be received at the District's offices, One Union Place, Hartford, CT 06103 no later than the date scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposal may not be withdrawn for one hundred and twenty (120) calendar days.

23. EXCEPTIONS TO RFP

All exceptions taken by Proposer must be specific. Proposer must clearly indicate what alternative is being offered to allow the District a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Proposer from submitting the Minimum Requirements as stated in the RFP. The District is under no obligation to accept any proposed exceptions or alternatives.

24. RESERVATION OF DISTRICT'S RIGHTS

The District reserves all rights regarding the RFP, including, without limitation, the right to:

- a. Amend, delay or cancel the RFP without liability if District finds it is in the best interest of the District to do so;
- b. Reject any or all Proposals received upon finding that it is in the best interest of the District to do so;
- c. Waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any Proposal, if required;
- d. Reject any Proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- e. Negotiate a Statement of Work based on the Scope of Work described in this RFP and to negotiate separately in any manner necessary to serve the best interest of the public;
- f. Amend any Contracts that are a result of the RFP.

Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a Proposal from a Proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the technical nature of some of these tasks, the Proposer with the lowest Price Proposal may not necessarily be awarded a Contract. The District reserves the sole right to determine the best Proposal

25. INSURANCE REQUIREMENTS

Contractor shall obtain and maintain throughout the term of this Contract (or such longer period as may be specified below, if any) the following insurance:

A. Commercial General Liability

The Contractor shall carry Commercial General Liability Insurance, including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death or property damage, to be on the so-called "occurrence" form with a combined limit of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, and to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all insured contracts; and (5) contractual liability covering the indemnities in this Contract.

B. Workers' Compensation Insurance

With respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, the Contractor and its subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively.

C. Business Automobile Insurance

Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles, providing for the following minimum liability limits: One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where the insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

D. Certificate of Insurance

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc. Prior to commencing any work under this Contract and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Contract, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers' compensation and Professional Liability insurance). For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy(ies) shall be indicated on the certificate. With the exception of Professional Liability Insurance, each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

Such insurance shall protect the District against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of any project equipment for the purposes of the program covered by this Contract and for any other purpose. No project equipment shall be delivered to the Contractor, or operated by the Contractor until the Contractor has delivered the certificate(s) of insurance required hereunder. Prior to the annual renewal of a motor vehicle registration, the Contractor shall submit to the District a certificate of insurance for the project equipment. This Section shall not prevent the District from contracting for such required insurance coverage at any time, and in such event the Contractor shall pay the District for all costs of such insurance.

E. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees) arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from the negligent acts or omissions, breach or failure to perform under the Contract or the violation of any applicable law or regulation, by Contractor, Contractor's subcontractors or anyone directly or indirectly employed by Contractor or by Contractor's subcontractors or anyone for whose acts any of them may be responsible or liable and whether such claim, damage, demand, loss, expense, fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from gross negligence or willful misconduct of the Indemnified Parties). Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

To the extent the foregoing Indemnity applies to any violation of federal, state or local laws, ordinances or regulations, Contractor shall do and perform all work necessary to correct such violation.

26. ATTACHED EXHIBITS

The following exhibits are included in this RFP package:

A.) Federally Required Contract Clauses

B.) State of Connecticut Grant Requirements and Required Certifications

C.) District Procurement Procedures and Appeals Process

D.) Cost Proposal Form

E.) General Information Form

F.) Required Certifications

- Certification of Eligibility
- Certification of Non-Collusion
- Certification of Restrictions on Lobbying
- Buy America Certification

- Certificate for Disadvantaged Business Enterprise
- DBE Good Faith Efforts Documentation Form
- DBE Letter of Intent
- Contractors Statement on Sub-Contractors
- Approved Equal Form

G.) Equipment Specifications

SECTION II - SCOPE OF SERVICES

1. STATEMENT OF WORK

A.) Scope of Work

The District requests responses for the purchase, delivery and installation of a Vehicle Cameras (four (4) Interior and five (5) Exterior), 6-channel HD Video Surveillance System, and all required wiring to be installed in approximately 100 existing paratransit fleet vehicles in accordance with the terms and conditions set forth below. The type of equipment must meet the specifications detailed within this solicitation. The District is seeking to upgrade and expand its existing vehicle camera system. Proposers are encouraged to demonstrate their expertise in the provision and installation of such systems and to indicate any innovative approaches while complying with the technical specifications.

A key outcome of this project is to enhance and improve driver and passenger safety for those who use the District's ADA Paratransit system by capturing real time event occurrences both inside and outside our fleet vehicles. Improved user safety is of major importance.

The brand name "Seon TLHD" is the system model the District has selected to be factory installed in all new fleet vehicles procurements. The brand to be installed (hardware and software) in the existing fleet vehicles must be Seon TLHD or must be able to be fully integrated with the factory installed Seon TLHD system. Proposers must confirm and prove that any proposed system other than Seon TLHD is fully compatible with the factory installed system (hardware and software) or the proposal will be deemed non-responsive.

The primary intent of this document is to provide the vendor with a reference point that will satisfy the objectives of the District. The specifications provided herein are intended to facilitate the communications of the requirements of the District and are to be considered as the minimum requirements. These system details do not relieve the vendor of any responsibility for providing a technically and operationally workable system.

B.) General Information

This section outlines the specifics that the District will require from the Proposer to provide all necessary labor, resources, materials, equipment and project management to perform the purchase and installation of this system. Proposals must meet the following objectives:

- Must be cost efficient;
- Must be purchased, delivered and installed while creating no disruption to ADA Paratransit service delivery;
- Manufacturers maintain product lines which meet the functional criteria for the project;
- Must be fully integrated with the Seon TLHD System.

The Proposer is responsible for the following:

- Proposers are responsible for confirming that camera system specified is complete, and will be fully functional upon installation. Identify any items which are anticipated

or required for a complete installation, but not shown in RFP and identify all concerns within Proposal submission.

- Any discrepancies or omissions found in the documents of this RFP shall be identified in writing for resolution prior to submitting proposal. Proposer is responsible for accuracy of final proposal, for securing proposals from all required subcontractors, and for completeness of the proposal.
- Proposer certifies that all product presented in proposal is the authentic manufacture and product specified in specifications, and will be the actual product installed. All products shall bear label of the manufacturer.
- Proposer certifies that the equipment and software (other than the District's selected brand name) proposed can be seamlessly integrated with the factory installed Seon TLHD system.

C.) System Specifications

The District seeks to have five (5) cameras and one (1) DVR on-board digital recording device installed per each vehicle for 100 existing ADA paratransit vehicles. Each vehicle camera system to be installed will consist on the following:

- Four (4) Seon HD1Q interior cameras
- One (1) Seon HD1W exterior camera
- One (1) Seon TH6 – 6-channel HD Video Surveillance System (Digital Video Recorder)

See Exhibit G for a complete list of hardware and software specifications.

D.) Camera Equipment Software

Proposer must ensure that all software deemed necessary for the operation of the camera equipment is up to date at all times as specified by the equipment manufacturer. Software updates shall be available for download and remote installation through web link notifications that will be provided to the Proposer by the equipment manufacturer. It will be the responsibility of the Proposer to make sure that they install all updates in a timely manner as required.

E.) Installation

The proposed system and all of its components shall be installed by the selected Proposer. This includes, but it is not limited to, equipment installation; ensuring the installation is conducted in a manner that will allow for the equipment to be easily removed and reinstalled in future replacement vehicles without jeopardizing the configuration of the fleet or the equipment; software programming and labeling of camera units by assigned fleet vehicle for data keeping purposes. Proposer must provide a detailed installation and configuration schedule with timelines.

Proposers will also be required to provide documentation for all the hardware supplied in the Camera and On-Board DVR System. This documentation is to include hardware, software, vendor name, part number, serial number, warranty information, and assigned fleet vehicle.

F.) Cost Proposal

Include line item specification quote for the entire project including any miscellaneous fees that will be associated with the completion of this product. Please also include all labor, materials, tools, equipment and any installation fees that will be associated with the completion of this project.

A Cost Proposal Form has been attached. Include a unit price and a project total for the project including any miscellaneous fees that will be associated with the completion of this project.

Proposer shall include various models and pricing for hardware and software that meet the criteria. The District will work with the selected provider on the camera and DVR system to be purchased for the solution proposed. System model and pricing shall remain valid for the duration of the contract.

Include price for hourly billable rate charge to support non-warranty issues or modifications to the system.

G.) Warranty Information

The Proposer must guarantee all of the installation work to be performed and materials to be furnished under this contract against defects in materials and workmanship in accordance with the factory equipment warranties as referenced below. These warranties are for the brand name Seon equipment or approved equal. If warranties are different than what is outlined below the proposer must indicate this in their proposal and provide the details of the applicable warranty coverage.

- Three (3) years from date of purchase, parts and repair labor on all MobileView Recorders, Cameras, and Accessories.
- Three (3) years from date of purchase, parts and repair labor on all Cameras
- Three (3) years from date of purchase, parts and repair labor on the Explorer® HX, DX, TX, MX, EX, Premier, and Trooper® TL series mobile DVR Systems
- Three (3) years from date of purchase, parts and repair labor on all storage media (including hard drives)
- Two (2) years from date of purchase, parts and repair labor on inView 360™ Around Vehicle Monitoring Systems (including cameras, ECU, and wiring)
- One (1) year from date of purchase, parts and repair labor on the Smart Reach® and vMax Pulse Wireless systems and other Wireless products
- One (1) year from date of purchase, parts and repair labor on the LMU, VML Controller, Student Tracking RFID reader, other vMax Live Plus and vMax Navigator hardware products.
- One (1) year from date of purchase, parts and repair labor on all other products and accessories.

The Proposer shall, at their own expense and without cost to the District and within a reasonable time after receiving a written notice thereof, make good any defect in materials and/or workmanship of the installation which may develop during the guarantee period. Any associated damage to other items and/or finished surfaces caused by the defect shall also be corrected by the Proposer to the satisfaction of the District and at no additional cost.

H.) Lead Times

Provide approximate Lead Times. Schedule shall include dates for order placement, shipping, delivery and installation for each of the components, as well as other critical dates.

I.) Implementation

Proposer shall provide a proposed implementation plan that includes at a minimum the following milestones:

- Proposer and District finalization of equipment
- Order placement
- Delivery, installation and set up
- Testing
- Resolution of any issues
- Training
- Project completion and delivery of manuals and other required information

J.) Acceptance

The District requires an acceptance period of at least 30 days subsequent to the completion of the implementation. During this 30-day period the system must perform without interruption of services and in compliance with all representations offered in the Proposer's proposal. Should the system or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the system performance is satisfactory for a period of thirty (30) consecutive days. Final payment (including change orders) will be withheld, and the warranty period will not begin, until system acceptance.

As part of Acceptance, the Proposer will develop and execute a test run of the camera system with the owner's project manager in attendance. The test run will include, but may not be limited to:

- Testing of all connectivity between cameras and DVR system.
- Conduct training of equipment operation and use and DVR system occurrence data pulls for District staff.
- Printed copies of all equipment configurations shall be provided for the District's project manager review. Conducting a final walk through inspection of the installation with the District's project manager and the preparation of a punch list of items that need attention prior to final acceptance.
- Completion of the punch list items and the request for a final acceptance walk through with the District's project manager.
- Final acceptance of the installation.

K.) Special Instructions

- As a public, municipal entity, the District is exempt from sales and compensating use taxes on all tangible personal property (materials, equipment and components) pursuant to the law of the State of Connecticut. Proposer shall not include any charges representing such taxes on any proposal. Proposer shall be responsible for all franchise fees and taxes of any kind whatsoever.
- The risk of loss, with respect to all equipment provided by the Proposer shall remain on the Proposer until acceptance by the District.

SECTION III – RESPONSE REQUIREMENTS

1. SUBMISSION REQUIREMENTS

All information shall be provided according to the following instructions in order to be considered a responsive Proposal.

Your bid packet must consist of four (4) paper hardcopies (3 copies and 1 clearly marked original) of the technical proposal and in a separate sealed envelope the Proposer must also submit four (4) paper hardcopies (3 copies and 1 clearly marked original) of the cost proposal. In addition, the Proposer must also include an electronic copy (USB flash drive, DVD, or DropBox link) of both the technical proposal and cost proposal. The proposal must include a cover letter, a table of contents and the General Information Form, Required Certifications, as well as a plan to carry out the Scope of Services Specifications outlined in this RFP.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. Appendices should provide information relevant to the proposal and not consist of Proposer's general marketing materials. The Proposal is limited to 10 - 8 ½ X 11 sheets or 20 pages of double sided prints. Font size 12 points. Required certifications are not considered part of the page limit. Marketing materials and/or product brochures are not considered part of the page limit.

Proposers shall provide a proposal which includes the required elements, both in content and sequence as set forth in this section. Proposal Forms must be completed and signed. All required certifications must be completed, signed and submitted with each Proposal.

Cost Proposal information shall be based on the type of camera system and services to be provided and the associated requirements as specified in this RFP. The price to be quoted in any proposal shall include all items of labor, materials, and other costs necessary to fully provide the services.

Any items omitted from this specification which are clearly necessary for the successful completion of the project shall be considered a portion of the project although not directly named in these specifications.

A. GENERAL INFORMATION FORM

The Proposer must provide a completed and signed General Information Form as shown in Exhibit E.

B. COVER LETTER

Each Proposer shall submit a maximum two-page letter including the name and address of the firm submitting the proposal; a brief description of the Proposer's organization including whether the organization is an individual, partnership, corporation or joint venture.

C. STATEMENT OF QUALIFICATIONS

The Proposal must include a statement regarding the experience and performance of the Proposer in providing services similar in scope to those requested in this RFP. This statement should, at a minimum include a discussion of the availability of the resources necessary to perform the scope of work requirements by the Proposer's firm. This section should establish the ability of the Proposer to satisfactorily perform the services

The following are the requirements for qualifying responsible firms. All of these requirements must be met; therefore, they are not listed in any particular order of importance. The Proposer that does not meet the requirements, and cannot be made to meet the requirements, may be determined not responsible and its proposal will be rejected. The requirements are as follows:

- The Proposal must include a statement regarding the experience and performance of the Proposer in providing services similar in scope to those requested in this RFP. This section should establish the ability of the Proposer to satisfactorily perform the services.
- The Proposer must possess a minimum of five (5) years of experience in the purchasing, delivery, and installation of camera systems and, demonstrate it has the ability to fulfill the obligations of this contract.
- The Proposer must identify subcontractors (if any) by name, address, contact person, telephone number and project function. Describe Proposer's experience working with each subcontractor. Describe role of proposed subcontractor. Include their DBE status if applicable. The Proposer should make efforts to invite DBE participation. A list of Connecticut Department of Transportation certified DBE businesses may be found at http://www.biznet.ct.gov/dot_dbe/dbesearch.aspx
- The proposal must also include a list of references (at least three (3)) to which the Proposer has provided camera systems similar in scope and complexity to that concerned with this RFP. The most recent reference should be listed first, then others in reverse chronological order. Include the name of the reference, contact person, title of contact person, address, telephone number, period of performance of service, a short narrative describing the project, its present status, and total contract value. Proposer shall ensure that contact names/telephone numbers are accurate.
- Sufficient financial strength and resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner. The Proposer shall submit the most recent year's annual reports or a comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.
- Evidence that the human and physical resources are sufficient to perform the contract as specified and assure delivery of all equipment within the time specified in the Contract
- The District reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.

- The proposal must include information that includes whether or not the Proposer within the past seven years has failed to complete a contract for any reason or had any contract terminated before its original expiration date, the Proposer must provide a list of all such contracts and an explanation for the non-completion or early termination.

D. TECHNICAL INFORMATION

The Proposer shall provide a narrative that addresses the Proposer’s understanding of the District’s needs and requirements, its ability to fulfill the specifications and a detailed method of approach on how the Proposer will accomplish the requested scope of work.

The Proposer is to follow the specific format below regarding the quality and capabilities of the specific product and/or materials being offered, including the system components. Details of the design of the camera system will be required. The contents of this section should be tabbed to coincide with the list and include at a minimum:

1. A description of the proposed camera system. Describe the capabilities of the system to record real time occurrences both inside and outside the vehicle and how this will enhance driver and passenger safety.
2. Provide a description of system components and any applicable enhances features.
3. Describe how the installation will allow for the removal and installation of the camera system into future replacement vehicles without jeopardizing the structure of the fleet vehicle or camera equipment.
4. Describe the system architecture including a schematic of the configuration proposed.
5. Implementation schedule. This section should include the proposed timeline. The schedule must show, in weeks, how long the project will take to complete and provide details of activities (to include training staff on use).
6. Any information relating to warranties and support of the proposed system (to include software updates).
7. A complete description list of all substitutions or deviations from the Technical Specifications. The above list must explain the reason for each change and its benefits to the Greater Hartford Transit District.

E. REQUIRED CERTIFICATIONS

The Proposal must submit the completed and signed certifications shown in Exhibit F. Failure to submit the certifications will result in the proposal not being evaluated.

F. COST PROPOSAL FORM

The Cost Proposal must specify the proposed cost to provide services as stated in this RFP. The cost proposal form shown in Exhibit D shall be completed for the Base Summary Bid. The cost proposal shall include all of the costs and expenses associated with the provision of the specifications as stated in the scope of work. Proposer must provide an itemized schedule (showing quantity and price of each component, and total price) for the hardware, software, installation and any other charges associated with the proposed system. In a table, provide a separate, detailed itemization of any feature listed as “optional” and the price to provide the feature. In addition, separately, show unit pricing for all extra cost optional features the District should consider.

The Cost Proposal and additional spreadsheets must be submitted in a separate sealed envelope within your bid package labeled "VEHICLE CAMERA RFP – COST PROPOSAL". PLEASE NOTE: Cost information must appear only in the Cost Proposal; cost information must not be discussed in the technical proposal.

G. MISCELLANEOUS INFORMATION

The Proposer is encouraged to submit other information which may be pertinent to the evaluation of its Proposal.

SECTION IV - PROPOSAL EVALUATION

1. EVALUATION PROCEDURES

An award will be made on a “best value” basis to the most responsible and responsive firm in accordance with the evaluation criteria set forth in this RFP. All proposals received will be evaluated and scored by an Evaluation Review Committee. Proposal evaluation is an assessment of both the Proposal and the Proposer’s ability to successfully accomplish the required services.

The Evaluation Review Committee shall review each Proposal submitted and may invite some or all of the Proposers to submit additional material to support or clarify their proposals. The Evaluation Review Committee will take all information provided into consideration in making its recommendation to award a contract to the successful proposer in the best interests of the District. The District shall select the highest rated Proposal subject to negotiation of fair and reasonable compensation.

The final score for each proposal will be obtained by summing the results from each section (Technical Proposal and Cost Proposal), with a perfect final score being 100 points. The Evaluation Committee will take the total score for each Technical Proposal and add to it the respective Cost Proposal evaluation score to rank the proposal and to determine the overall preferred proposals.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understanding to any Contract requirements, said conditions, exceptions, reservations or understandings may be discussed with said Proposer. However, the District shall have the right to reject any and all conditions and/or exceptions, and instruct the Proposer to amend its Proposal and remove said conditions and/or exceptions; and any Proposer failing to do so may cause the District to determine such Proposal to be outside the competitive range.

The Proposer with the highest ranking Proposal may be contacted regarding any potential areas to be negotiated. If negotiations are determined not necessary, a contract will be awarded to that firm. If negotiations are conducted and not successful with the highest ranking Proposer then negotiations may be conducted with the next highest ranking Proposer and so on down the line until negotiations are successful.

The District reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request to amend its proposal and to make its Best and Final Offer (BAFO). The District reserves the right to award on the basis of initial Proposal submitted without negotiations or discussions if such action is deemed to be in the best interest of the District.

2. TECHNICAL PROPOSAL

The Evaluation Review Committee shall individually evaluate and rank all technical proposals from responsible proposers for the purpose of determining any competitive range and to make a selection of a proposal for potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated by a Proposer which do not caused the Committee to consider a Proposal outside of the

competitive range, will be evaluated according to the respective evaluation criteria which they affect

The Evaluation Review Committee shall evaluate all technical Proposals to determine which meet the District's minimum requirements, without regard to price. The minimum requirements will be an initial cut off point for assessing minimum levels of financial capabilities. Compliance with each standard is required. The minimum requirements will be evaluated. The evaluation may, at the District's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met.

The District will only consider those proposals that meet the minimum requirements for further evaluation based on the following criteria.

A. Firm's Qualifications and Experience – 30 Points

Elements thereof include experience of Proposer providing services similar to the one described in this RFP. The ability of the firm to demonstrate that is capable and qualified to provide the required products and materials. In determining the successful proposer, consideration will be given financial responsibility of the bidder, compliance with and responsiveness to technical specifications, past experience, Experience and qualifications of key personnel; availability of staff and their responsibilities in the provision of service; financial ability to meet the contract, availability of labor, delivery promise and installation schedule, terms of payment, and other objective and accountable factors which are reasonable.

The quality of references provided will be evaluated and checked to determine competence.

B. Vehicle Camera System – 40 Points

Elements thereof include the following:

- Suitability of products (material and durability) offered for use including applicability to District's ADA Paratransit operations,
- Deployment approach
- General system complexity
- Exceptions to the specifications,
- Warranty, service and support
- User friendliness and in house manageability

3. COST PROPOSAL

A. Proposed Price – 30 Points

This aspect relates to the Proposer's overall budget, and the completeness and reasonableness of specific budget assumptions and projected level estimates. The reasonableness of the total cost proposal and the competitiveness of this amount with other offers received and adequacy of data in support of figures quoted.

Cost Proposals will be evaluated in two ways: First, a unit cost per item of equipment should be included. Secondly, a cost for multiple units (economies of scale, discounts,

etc.) should be included. The District reserves the right to exercise any options and will evaluate the pricing for such options as part of the overall project cost.

The Proposal asserting the lowest cost will receive 30 points. All other proposals will receive between 1 to 30 points based on the numerical relation of their cost to the amount asserted in the Proposal having the lowest cost amount. The formula is as follows:

- A.) Divide lowest proposed cost by cost of relevant proposal.
- B.) Multiply result from step A times 30 points to determined points to be awarded.

EXHIBIT A – FEDERAL CONTRACT CLAUSES

FEDERALLY REQUIRED CONTRACT CLAUSES

No Obligation by the Federal Government.

(1) The District 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 District, 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 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.

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

1. In accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the District, 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 District 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 District, 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.

3. 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.

4. 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 District, 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).

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

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

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

with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

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

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

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions

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

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.

Termination

a. Termination for Convenience. The 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 the District to be paid the Contractor. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same, and dispose of it in the manner the District directs.

b. Termination for Default. 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 District may terminate this contract for default. The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the 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 the Recipient 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 the Recipient 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 the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Contractor, within [10] days from the beginning of any delay, notifies the District in writing of the causes of delay. If in the judgment of the District, the delay is excusable, the time for completing the work shall be extended. The judgment of the 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 the District.

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 Contractor or Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Contractor or Contractor knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or Contractor 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 Contractor or Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

A Proposer or offeror must submit to the FTA recipient the appropriate Buy America certification 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 sub Proposers.

(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.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of District's Executive Director. 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 Executive Director. 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 Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the 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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the the 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 in which the District is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District, Gregg Wies & Gardner Architects, LLC 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.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification (**see page D4 of this RFP**) required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean 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 District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

Clean Water - (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 District and understands and agrees that the District 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.

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 leading 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.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients 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.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5%. There is no DBE goal for this procurement.

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

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

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 District. In addition, the Contractor may not hold retainage from its subContractors.

e. The Contractor must promptly notify 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 District.

Prompt Payment – The contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors 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 Recipient. This clause applies to both DBE and nonDBE subcontracts.

Recycled Products –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.

***EXHIBIT B: STATE of CONNECTICUT GRANT
REQUIREMENTS and REQUIRED CERTIFICATIONS***

CONNECTICUT REQUIREMENTS

EXECUTIVE ORDERS

This Agreement is subject to the provisions of Executive Order No 49 of Governor Dannel P. Malloy promulgated May 22, 2015 concerning fairness and transparency in the state procurement process. Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 promulgated April 17, 2006, concerning the utilization of environmentally and health-friendly cleaning and/or sanitizing products when practicable. Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to: http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf

Small Business Enterprises. In connection with the performance of this Agreement, the Consultant shall cooperate with the District in meeting its commitments and goals with regard to the maximum utilization of small business enterprises ("SBEs"), as defined in Section 4a-60 of the Connecticut General Statutes, and will use its best efforts to insure that SBEs shall have the maximum practicable opportunity to compete for any sub-contract work under this Agreement.

The District has agreed with the Connecticut Department of Transportation to include in the Agreement the Special Provisions Requirements of Section 46a-68j-30(9) of the Contract Compliance Regulations.

The Contractor agrees to ensure that small business enterprises as defined in Section 4a-60 of the Connecticut General Statutes have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with Section 4a-60 of the Connecticut General Statutes to ensure that small business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (the District) deems appropriate.

Non-Discrimination in Employment and Affirmative Action. In connection with the carrying out of the Project the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their pre-employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training,

including apprenticeship. The provisions of Executive Order No. 11246 of September 21, 1965, as amended, and all rules, regulations and orders of the Federal government issued pursuant thereto are incorporated herein by reference and made a part hereof. The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-4) and all requirements imposed by Title 49 C.F.R. part 21 and other pertinent directives of the federal government to the end that no person shall on the grounds of race, color, sex or national origin be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under the Project.

The District has agreed with the Connecticut Department of Transportation ("CTDOT") to include in this Agreement the following Sections from the Agreement between the District and CTDOT:

Section 32 Civil Rights. (b)(1) The Second Party (the "District and its Operator") agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

Section 33. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a.60 of the Connecticut General Statutes, (1) the Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed

without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

Non-Discrimination on the Basis of Disability. The Consultant shall insure that all fixed facility construction or alteration and all new equipment purchased to provide the Services comply with applicable regulations regarding Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance, set forth at Title 49, Code of Federal Regulations, Part 27, and any amendments thereto.

The Agreement shall be deemed to include the CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS including but not limited to Equal Employment Opportunity Responsibilities, Policy on SBEs, and Code of Ethics, incorporated herein by reference, and all requirements upon consultants and contractors of the "Second Party" (the "District") set forth in said PROVISIONS shall be deemed requirements upon the Consultant hereunder. In any event, the Consultant shall do nothing which would cause the District to be in violation of the requirements upon it, as the "Second Party" under said PROVISIONS.

STATE REQUIRED CERTIFICATIONS

All contract certifications required by the State of Connecticut must be included with the proposal. The instructions and affidavits forms are available at the State of Connecticut, Office of Policy and Management Internet site at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

- Gift Certification – Form 1
- Certification of State Agency Official or Employee Authorized to Execute Contract – Form 3
- Consulting Agreement Affidavit – Form 5

Check this site immediately before you submit your proposal in case of any recent changes to the State's contractual requirements for State contracts for goods and services with a value of \$50,000 or more. It is the responsibility of the proposer to ensure that any and all up-to-date contract certification forms are properly filled out and submitted with your proposal.

**EXHIBIT C: DISTRICT PROCUREMENT PROCEDURES
AND APPEALS PROCESS**

GHTD Procurement Procedures and Appeals Process

It is the policy of the Greater Hartford Transit District that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is the District's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and District Policies.

The District has established these pre-bid, pre-award, and post-award procurement protest policy and procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration.

1. Pre-Bid

A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial notice and/or solicitation published by the District requesting bids or proposals from vendors or other interested parties.

2. Pre-award

A pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

3. Post-Award

A post-award protest is a protest received after award of a contract. A post-award protest must be received within 5 business days of the notification of the award. A post-award protest generally alleges a violation of applicable federal or state law and/or District policy or procedures relative to the seeking, evaluating and/or awarding of the contract. Each Proposer will be notified by first class mail of the decision of the District as to the selection of firm under this procurement. Included in that notification will be a proposed effective date of engagement which will be no less than 15 days following the date of notification of award.

It is the policy of the District not to proceed with the award phase of any procurement if there is a pending protest.

All Protests must be filed in writing to:

Vicki L. Shotland, Executive Director
Greater Hartford Transit District
One Union Place
Hartford, CT 06103

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation

Greater Hartford Transit District, Vicki L. Shotland, Executive Director or designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Executive Director or Designee must be in writing and shall

include a response to each substantive issue raised in the Protest. The Executive Director's decision shall constitute the District's final administrative determination.

If the District postpones the date of Bid submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, the District will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal has been filed and the due date for Bid submission shall be postponed until the District has issued its final decision.

The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.

A Protester must exhaust all administrative remedies with the District before pursuing a protest with the Federal Transit Administration (FTA). Reviews of protests by the FTA will be limited to (1) failure to have or to follow the District's protest procedures or failure to review a complaint or Protest or (2) violations of Federal law or regulation.

A Protest Appeal to FTA must be received within five (5) working days of the date of the final decision by the Greater Hartford Transit District is rendered. The appeal must be in writing and must include the name and address of the protestor, cite the District as the grantee, the number of the solicitation, a statement of the grounds for protest and any supporting documentation, including a copy of the local Protest filed with the District and a copy of the District's decision, if any. Protest appeals should be filed with:

Federal Transit Administration Region 1 Office,
Kendall Square
Attention: Procurement Appeal
55 Broadway, Suite 920
Cambridge, MA 02142-1093

Upon receipt of a notice that an appeal has been submitted to FTA prior to the award of a contract, the District will immediately contact the appropriate FTA official to determine if the Response Date should be postponed. If the Response Date is postponed, the District will contact all Proposers or firms who have been furnished a copy of the RFP that an appeal has been filed and that the Response Date is postponed until FTA has issued its decision. Appropriate addenda will be issued rescheduling the Response Date.

Any appeal to FTA may be withdrawn at any time before FTA has issued its decision.

FTA's decision on any appeal will be final. No further appeals will be considered by FTA.

EXHIBIT D: COST PROPOSAL FORM

COST PROPOSAL FORM

RFP #09-020

PARATRANSIT VEHICLE CAMERA SYSTEM UPGRADES

Proposer _____

Date _____

Base Package for Camera System

COMPONENT NAME/MODEL	QUANTITY	UNIT PRICE	TOTAL PRICE
HARDWARE			
SOFTWARE			
INSTALLATION			
TRAINING			
OTHER			
SUBTOTAL			

Optional Features for Camera System

OPTIONS			
OTHER			
TOTAL			

EXHIBIT E: GENERAL INFORMATION FORM

General Information Form

Name of Organization: _____

Organization's Address: _____

Telephone Number: _____

Years in Business: _____

Years in business providing Telephone Communication: _____

Company Federal Taxpayer Identification Number _____

Organization is (check one):

- Corporation Partnership Association
 Joint Venture Sole Proprietorship Public Agency
 Quasi-Public Agency Other: (Explain): _____

If the organization is a corporation indicate the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice-President's Name: _____

Secretary's Name: _____

If the organization is an individual or a partnership indicate the following:

Date of Organization: _____

Name and address of all partners: _____

Name and Title of the Organization's Authorized Representatives:

Contact for Questions about Proposal: _____

Officer responsible for Contract Performance: _____

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposal dated May 29, 2020. The stated Proposal shall be firm for 90 days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Signature: _____

Title: _____

Date: ____ / ____ / ____

EXHIBIT F– REQUIRED CERTIFICATIONS

Certification of Eligibility

_____ hereby certifies that neither
(Name of Proposer)
it nor its "principals" is included on the U.S. Comptroller General's Debarred Proposers
List.

Signature: _____

Firm: _____

The Proposer certifies to the best of its knowledge and belief that it and its principals

Are not presently debarred, suspended, proposed for debarment, declared ineligible or
voluntarily excluded from participating in this transaction by any Federal department or
agency.

Have not, within a three-year period preceding the date of this Proposal, been convicted
of or had a civil judgment rendered against it 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 anti-trust statues or commission of embezzlement, theft, forgery,
bribery, falsification or destruction of records, making false statement, or receiving stolen
property.

Are not presently indicted 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 B of this Certification.

Have not, within a three-year period preceding the date of this Proposal, had one or
more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such
Proposer shall include an explanation in such regard with its Proposal.

(Check One)

_____ I DO CERTIFY
CERTIFY

_____ I DO NOT

SIGNATURE: _____

TITLE: _____

DATE: ____ / ____ / ____

CERTIFICATION OF NON-COLLUSION

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment , or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, of _____,
Name & Title Name of Firm

hereby certify that:

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.

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, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.

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.

The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

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

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20_____.

By: _____
Signature & Title of Authorized Official

BUY AMERICA CERTIFICATION

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.

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 C.F.R. 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 _____

CERTIFICATION FOR DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Greater Hartford Transit District that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 apply to this agreement.

The supplier or Proposer agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or Proposers shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their Proposers shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (**please check the appropriate space below**):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

Name of bidder/offeror's firm: _____

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: _____

Please attach the names and addresses of any and all DBE eligible sub-Proposers who will perform work on this project, and the approximate dollar amounts to be paid to them using the form on the following page. One form per DBE eligible sub proposer must be provided.

DBE GOOD FAITH EFFORTS DOCUMENTATION FORM
ANNUAL DBE GOAL: 5%

If Contractor has indicated on the DBE Participation Form that it does not meet the DBE goal, proposer must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with its proposer may render this proposal non-responsive. The Greater Hartford Transit District may require that proposer provide additional substantiation of good faith efforts.

Date: _____ Area of Expertise: _____

Name: _____ Company Name: _____

Response: _____

Date: _____ Area of Expertise: _____

Name: _____ Company Name: _____

Response: _____

Date: _____ Area of Expertise: _____

Name: _____ Company Name: _____

Response: _____

Date: _____ Area of Expertise: _____

Name: _____ Company Name: _____

Response: _____

Date: _____ Area of Expertise: _____

Name: _____ Company Name: _____

Response: _____

DBE LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By _____ Date: _____
(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS

1. There are NO sub-Contractors associated with this proposal.

Authorized Signee: _____

Printed Name: _____

Title: Date: _____

For (Company): _____

OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I _____ have also attached appropriate Disadvantage Business Certifications.

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

APPROVED EQUAL FORM

Bidder/ Equipment Manufacturer

IFB Equipment _____ Section Number _____ Section Title _____

Bidder's Request:

EXHIBIT G – EQUIPMENT SPECIFICATIONS

VIDEO SURVEILLANCE CAMERA EQUIPMENT SPECIFICATIONS

- **Vehicle Cameras (Interior and Exterior), 6-channel HD Video Surveillance System, and All Required Wiring. These specifications are for a Seon System OR approved equal.**

1.) Seon HD1Q Series Low-Profile Dome Camera (installed in vehicle interior) or approved equal. Four (4) cameras of this type shall be installed per vehicle. Cameras must be able to be removed and used in other vehicles.

- Minimum Video Requirements
 - The camera shall provide a video stream of 1280x720 pixels (720p). A video stream of a lower resolution is not acceptable.
 - The camera shall have a 1.3 MP sensor.
 - The camera shall be available in a model with IR illuminators
 - The camera shall have 0.1 lux light sensitivity at F2.0 when the IR illuminators are off to produce a color image, and 0.0 lux with IR illumination on for a bright black and white image, to enable viewing of objects and people in complete darkness.
 - The camera shall have a true day night feature that is supported by an IR cut filter.
 - The camera shall include 12 IR illuminators that automatically switch on or off depending on the surrounding illumination level.
 - The camera shall have a foam or rubber boot around the lens to prevent internal reflections from the infrared LEDs from entering the image sensor. Reflections of the IR LEDs in the video image is not acceptable.
 - The camera shall have an electronic iris that operates from 1/30 to 1/50,000 of a second, to provide proper exposure at all light levels.
 - The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels.
 - The camera shall have backlight compensation control that can be turned ON or OFF in order to compensate the exposure of the camera for strongly backlit scenes.
 - The camera shall have Wide Dynamic Range (WDR) that can be turned ON or OFF.
 - The camera shall support at least the following lenses: 2.9 mm, 3.6 mm, 6.0 mm to support a plurality of field of views from wide angle to telephoto.
 - The camera shall have a microphone.
- Minimum Mechanical Requirements
 - The camera shall be designed such that all components are self-contained within a single, vandal-proof enclosure manufactured from solid aluminum alloy for maximum vandal resistance. Two-piece camera assemblies that allow for the redirection of the field of view (aim) external of the camera will not be accepted.
 - The camera shall have a vandal proof dome, which shall be made of impact-resistant polycarbonate. Other materials that are not vandal proof are not acceptable.
 - The camera must have an adjustable lens bracket with 360 degree rotate, 360 degree pan and 70 degree tilt in order to produce a vertically erect image, whether the camera is mounted on a horizontal surface, a vertical surface or angled or curved surface. An image that is not vertically erect on all mounting surfaces and mounting angles is not acceptable.

- The camera must use 3 screws to mount the camera to its installation surface.
- The camera must use 3 captive locking security screws to fasten the housing. The use of nonsecurity screws that are not captive is not acceptable.
- The camera must be flush mountable to the mounting surface, such that the electrical cable connecting the dome camera to the recorder remains concealed to prevent tampering with the camera or the video signal. Any camera assembly that is not capable of being mounted flush to the surface and/or any designs utilizing a U-Bracket type of mount will not be accepted.
- The camera shall weigh no more than 0.52 lbs (240 g).
- The camera must have dimensions no larger than the 3.74 x 3.74 x 2.64 inches (95 x 95 x 67 mm).

Minimum Electrical Requirements for Cameras

- The camera shall operate over a range of input voltage of 12V DC \pm 10%
- The camera must have a single positive locking over molded connector for power, video and audio. The connector should positively lock to the wiring harness when the connectors are pushed together, without the need for a secondary locking action, such as twisting or turning. This connector must not disconnect from the connected wiring harness as a result of vibration.
- The camera shall operate over a temperature range of -4°F to 122°F (-20° C to 50°C) and have an environmental rating of IP54 or better.
- The camera shall have a 3 year warranty.

2.) Seon HD1 Series Weatherproof Wedge Camera (installed on exterior of vehicle) or approved equal. One (1) camera of this type shall be installed per vehicle. Cameras must be able to be removed and used in other vehicles.

- Minimum Video Requirements

- The camera shall have 720p resolution (30fps) for a sharp image. A lower resolution imager is not acceptable.
- The camera shall have a 1MP sensor.
- The camera shall have IR illuminators for low light conditions.
- The camera shall have a true day night feature that is supported by an IR cut filter.
- The camera shall have 0.7 lux light sensitivity at F2.0 when the IR illuminators are off to produce a color image, and 0.0 lux with IR illumination on for a bright black and white image, to enable viewing of objects and people in complete darkness
- The camera shall include 4 high efficiency IR illuminators, and automatically switch to black and white at low illumination levels. The 4 IR LED illuminators shall be controllable via menu setting.
- A camera that cannot adjust its IR light output is not acceptable.
- The camera shall have a rubber boot around the lens to prevent internal reflections from the infrared LEDs from entering the image sensor. Reflections of the IR LEDs in the video image is not acceptable.
- The camera shall have an electronic iris that operates from 1/60 to 1/30,000 of a second, to provide proper exposure at all light levels. The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels.
- The camera shall provide a video signal with a signal to noise ratio greater than 50 dB. The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels.
- The camera must have backlight compensation control that can be turned ON or OFF in order to compensate the exposure of the camera for strongly backlit

- scenes.
- The camera shall support at least the following lenses: 2.8 mm, 3.6 mm, 6mm, 16mm and 25mm to support a plurality of field of views from wide angle to telephoto.
- Minimum Mechanical Requirements
 - The camera shall be designed such that all components are self-contained within a single, vandal-proof enclosure manufactured from solid powder coated aluminum alloy for maximum vandal resistance. Two-piece camera assemblies that allow for the redirection of the field of view (aim) external of the camera will not be accepted.
 - The camera shall have a vandal proof window, which shall be made of impact-resistant polycarbonate, having an anti-glare, scratch-resistant, hard coating, that is UV protected. Other materials that are not vandal proof are not acceptable.
 - The camera must have an adjustable lens bracket with 360 degree rotate, 7.5 degree pan and 37.5 degree tilt in order to produce a vertically erect image, whether the camera is mounted on a horizontal surface, a vertical surface or angled or curved surface. An image that is not vertically erect on all mounting surfaces and mounting angles is not acceptable.
 - The camera must use 3 screws to mount the camera to its installation surface. The mounting screws must be external to the volume housing the electronics of the camera to prevent moisture ingress. Mounting screws on the inside of the camera body will not be acceptable.
 - The camera must use 4 captive locking security screws to fasten the housing. The use of nonsecurity screws that are not captive is not acceptable.
 - The camera must be flush mountable to the mounting surface, such that the electrical cable connecting the dome camera to the recorder remains concealed to prevent tampering with the camera or the video signal. Any camera assembly that is not capable of being mounted flush to the surface and/or any designs utilizing a U-Bracket type of mount will not be accepted.
 - The camera shall weigh less than 1.3 lbs (0.56 kg).
 - The camera must have dimensions no larger than the 3.45 x 5.16 x 3 inches (88 x 131 x 77 mm).
- Electrical Requirements
 - The camera assembly shall be equipped with connector providing a local NTSC video output in order to facilitate the connection of a video monitor that can be used for aiming the camera, making any adjustments to the lens focus and troubleshooting. Cameras not equipped with the ability to connect directly to a monitor at the local installation point will not be accepted.
 - The camera shall operate over a range of input voltage from 9VDC to 14VDC and consumes less than 5W.
 - The camera must have a single positive locking over molded connector for power, video and audio. The connector should positively lock to the wiring harness when the connectors are pushed together, without the need for a secondary locking action, such as twisting or turning. This connector must not disconnect from the connected wiring harness as a result of vibration.
 - The camera shall operate over a temperature range of -40°F to 122°F (-40° C to 50°C) and have an environmental rating of IP67 or better.
 - The camera shall have a 3-year warranty.

3.) Seon TH6 – 6-channel HD Video Surveillance System or approved equal. One (1) DVR of this type shall be installed per vehicle. DVR must be able to be removed and used in other vehicles.

- Digital Video Recorder (DVR) — Minimum Video Requirements

- The DVR must record 6 independent channels of video simultaneously, switching systems are not acceptable.
- The DVR must be capable of recording 1080p @ 15 FPS per channel on all 6 channels of video simultaneously in the primary stream.
- The DVR must be capable of recording @ 5 FPS per channel on all 6 channels of video simultaneously in the secondary stream (360X240).
- The DVR must support recording of all cameras at least 4 different quality settings, each quality setting affecting the level of compression applied to the video and the resulting amount of data required to store the video on the hard drive.
- The DVR must support recording of video using H.264 compression.
- The DVR must support recording of at least 6 channels of audio.
- The DVR must support repeat recording and have the ability to enable or disable this function, when enabled, the recording will be overwritten once the hard drive is full, when disabled the recording will stop when the hard drive is full.
- The DVR must support the ability to delay the start of recording after the ignition is turned on, up to one hour.
- The DVR must support the ability to continue recording up to one hour after the ignition is turned off. This time must be able to be adjusted.
- The DVR must support the ability to remain powered on, up to 4 hours after the ignition is turned off. This time must be able to be adjusted.
- The DVR must be able to detect and report video loss from any of the 6 cameras.
- The DVR must be able to control the Infrared setting of the cameras (via CoC – Control over Coax).
- The DVR must be able to stay on for up to 7 secs to complete recording after a sudden power loss during an accident.