



**CHATHAM AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

PROJECT NO. RFP 2019-05

INTELLIGENT TRANSPORTATION SYSTEM (ITS)

April 16, 2019

PUBLIC NOTICE

CHATHAM AREA TRANSIT AUTHORITY

Request for Proposals No. 2019-05 INTELLIGENT TRANSPORTATION SYSTEM (ITS)

Notice is hereby given that the CHATHAM AREA TRANSIT AUTHORITY (CAT) is seeking responses for the following:

- Description:** Chatham Area Transit Authority (CAT) is soliciting responses from qualified proposers to deliver a turnkey Intelligent Transportation System.
- Proposals:** Proposal Packages are available at 900 E. Gwinnett Street, Savannah, Georgia, 31401 or online at <http://www.catchacat.org/about-cat/doing-business/procurement/procurement-opportunities/>.
- Questions:** All questions must be submitted in writing by: **Monday, May 13, 2019** to David Stearns, Procurement Manager, Chatham Area Transit Authority, 900 East Gwinnett Street, Savannah, GA 31401. Email: david.stearns@catchacat.org
- Submittal Deadline:** **Thursday, June 06, 2019 at 2 p.m. EST**, CAT Central, 900 E. Gwinnett Street, Savannah, Georgia, 31401

Disadvantaged Business Enterprise (DBE) Requirements:

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts. Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT reserves the right to accept or reject any and all responses submitted. CAT also reserves the right to award a contract based on the submissions alone.

2019-05 ITS - Intelligent Transportation System Schedule of Events

<u>EVENT</u>	<u>DATE</u>
RFP Issued and Advertised	April 16, 2019
Pre-Proposal Conference	April 29, 2019
Proposer Inquiry Deadline	May 13, 2019
RFP Submission Deadline	June 6, 2019, 2:00 p.m. EST
Evaluation Committee's Review and Selection of Top Three Proposals	June 17, 2019
Top Three Proposer Presentations to Evaluation Committee	July 8 – 10, 2019
Evaluation Committee's Recommendation To Board of Directors	July 23, 2019
Notification of Award to Proposer	July 24, 2019

**Chatham Area Transit Authority
2019-05 ITS - Intelligent Transportation System**

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**CHATHAM AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

1.1 INTRODUCTION

Chatham Area Transit Authority (CAT) is soliciting proposals from qualified professionals to provide a turnkey Intelligent Transportation System. CAT anticipates awarding a contract that includes a five (5) year support commitment.

1.2 RESPONSE SUBMISSION

CAT will receive responses until **2 pm EST, Thursday, June 06, 2019**. Any response delivered to CAT after the time specified will not be considered and will be returned to the proposer unopened.

One (1) unbound original, five (5) copies, and an electronic copy of the response must be mailed or hand delivered to:

David Stearns, Procurement Manager
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA 31401
(912) 629-3958

If there are inconsistencies in the copies provided, the controlling document will be the original response submitted by proposer.

1.3 RESPONSE FORM REQUIREMENTS

All responses must state the full and correct name, address, and capacity of the proposer. If the proposer is an individual doing business under another name, the response shall so state. Partnerships, joint ventures, and corporations shall sign as is appropriate for their type of business. Any erasures, corrections, or other changes appearing on the response forms must be initialed by the persons signing the response.

Except as otherwise provided herein, CAT cannot accept any material marked confidential, trade secret or proprietary. Proposer understands that any material pertaining to this procurement is likely subject to disclosure through the Georgia Open Records Act, O.C.G.A. § 50-18-70.

1.4 INQUIRIES

Should a proposer have questions, please contact in writing:

David Stearns, Procurement Manager
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA 31401
(912) 629-3958
david.stearns@catchacat.org

Questions should be submitted to CAT by **Monday, May 13, 2019**. Communication via facsimile will be considered a written inquiry. Communication via email will also be considered a written

inquiry. ANY VERBAL COMMUNICATION WILL NOT BE CONSIDERED BY CAT AS AN INQUIRY. All received inquiries will be responded to in writing after the question submission deadline and will be presented as an addendum to the solicitation and distributed to respondents.

1.5 ETHICS AND LOBBYING STATEMENT

CAT maintains a written code of ethics that governs the conduct of its employees and subcontractors. Any debarment and suspension pertaining to the proposer must be disclosed by attaching a copy of each to the response. Additionally, the successful proposer must complete the appropriate certifications relating to lobbying activities.

1.6 INDEMNIFICATION

(1) Proposer shall indemnify, defend, and hold harmless CAT and its officers, directors, and employees from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from any act or omission of Contractor.

(2) Proposer acknowledges that it is prohibited under the Laws of Georgia for a governmental entity to indemnify Proposer for any loss arising out of the provisions of this Contract. Accordingly, CAT does not make any indemnification to Proposer whatsoever under this Contract.

1.7 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be permitted to a share or part of this contract or to any benefit arising there from.

1.8 ETHICS

It is CAT's policy that all contractors shall be expected to have complied, and in the future to comply, with all ethics laws of the State of Georgia and to be free of conflicts of interest (as described in the following section) if awarded a CAT contract. Each proposer shall be deemed to have acknowledged said policy. Any indication that a proposer has violated or given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest will cause rejection of that bid. Any indication that, once awarded a contract, a proposer has violated or has given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest may, in the sole discretion of CAT, constitute grounds for termination of the contract.

1.9 CONFLICT OF INTEREST

No Board Member, employee, officer or agent, or employee of such agent of CAT shall participate in the selection, the award of, or the administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. A Board Member, employee, officer or agent, or employee of such agent;
- b. Any immediate family member of those listed in (a) above;
- c. A partner; or an organization which employs, or is about to employ any of the above,

has a direct or indirect, present or future financial or other interest in the firm selected for award.

CAT Board Members, officer, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential subcontractors or parties of sub-agreements.

1.10 PRIVACY ACT REQUIREMENTS

The following requirements apply to the Proposer and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a. The Proposer agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Proposer agrees to obtain the express consent of the Federal Government before the Proposer or its employees operate a system of records on behalf of the Federal Government. The Proposer understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b. The Proposer also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.11 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, CAT will comply with the requirements of 49 U.S.C. § 5323(h) (2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

1.12 GEOGRAPHIC RESTRICTIONS

Except as expressly mandated, encouraged, or permitted by FTA or Federal Statute, CAT will refrain from using state or local geographic preferences.

1.13 PROPOSER ASSURANCE

The Proposer, sub recipient or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The proposer shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the proposer 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 deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments;(2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the proposer from future bidding as non-responsible.

1.14 CONFIDENTIALITY

Proposer agrees that any and all information, in oral or written form, whether obtained from CAT, its agents or assigns, or other sources, or generated by Proposer pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Proposer further agrees to keep in absolute confidence all data relative to the business of CAT, its agents or assigns.

No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Proposer without written approval of CAT.

1.15 GOVERNMENT WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the proposer is required to verify that none of the contractors, 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. If this contract is less than \$25,000 this clause does not apply.

The proposer 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 response, the bidder or proposer certifies as follows:

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

1.16 SUBCONTRACTS

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the clauses contained in 29 CFR 5.5.

1.17 CONTRACT TERMINATION: DEBARMENT

A breach of the contract clauses in 29 CFR Section 5.5 may be grounds for termination on contract, and for Debarment as a contractor or subcontractor provided in 29 CFR Section 5.12.

1.18 STATE AND LOCAL LAW DISCLAIMER

The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.

1.19 SUBMITTAL OF PROTESTS

a. Pre-Award Protests

Protests concerning these instructions, contract requirements, or the RFP procedures must be submitted in writing to CAT's Executive Director, Curtis Koleber, not less than ten (10) days before the scheduled receipt of responses. The protest must:

- 1) Site the RFP name and number;
- 2) Site the specific section of this document that is being protested;
- 3) Include the date and a description of the violation; and

- 4) Contain a suggested remedy; include an explanation as to why the remedy is the appropriate course of action for CAT.
- b. Post-Award Protests
- Protests concerning the award of this response must be submitted in writing to the Procurement Manager within five (5) working days after notification of the award. CAT will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original response has been awarded by the Board of Directors. In such cases, the resolution of protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protest. The protest must:
- 1) Site the RFP name and number;
 - 2) Site the specific section of this document that is being protested;
 - 3) Include the date and a description of the violation; and
 - 4) Contain a suggested remedy; include an explanation as to why the remedy is the appropriate course of action for CAT.

1.20 RESPONSE OFFER

Each response must be in CAT's possession by time set for the response. It is the proposer's responsibility to ensure timely receipt by CAT of the response. The submitted response shall irrevocable offer for ninety (90) days from the solicitation due date.

1.21 RESPONSE AWARD

CAT reserves the right to reject any and all responses, and part or parts of a response, waive any technicalities, and award any or the entire contract in a manner that is in the best interest of CAT. Contracts will be awarded to the highest ranked proposer when it is in the best interest of CAT.

1.22 RESPONSE WITHDRAWAL

Responses may be withdrawn by submitting a written request to CAT before the time fixed for response opening. Withdrawal of an offer will not prejudice the right of the proposer to submit a new response, provided that the latter is timely received as provided above.

1.23 SINGLE RESPONSE SITUATIONS

In the event a single response is received, CAT will conduct a price analysis or a cost analysis of the response. The sole proposer must cooperate with CAT if a price or cost analysis is conducted.

1.24 CERTIFICATIONS & DBE POLICY STATEMENT

CAT reserves the right to accept or reject any and all responses submitted. CAT also reserves the right to award a contract based on the submissions alone. The proposer, by signing the response forms, certifies that the response is offered by a business that is fully licensed to do the work relating to the specifications herein.

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts. Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract

consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT encourages the utilization of minority owned financial institutions, a list is provided below:

- Carver State Bank (Savannah)
- 1ST Choice Credit Union (Atlanta)
- Omega Psi Phi Credit Union (Lawrenceville)
- Credit Union of Atlanta (Atlanta)
- Citizens Trust Bank (Atlanta)

1.25 TAXES

CAT is exempt from payment of federal excise and transportation tax and Georgia Sales and Use taxes. These taxes are not to be included in the response price. Tax exemption information, upon request, will be provided to the successful proposer upon award of the contract.

1.26 CONTRACT TERMINATION

CAT may terminate this solicitation and any corresponding contract, in whole or in part, at any time by written notice to the Proposer when it is in CAT's best interest.

1.27 ASSIGNMENTS

The proposer shall not assign this contract, wholly or in part, without the prior written consent of CAT. No assignment shall relieve the proposer of any obligations under the contract.

1.28 ADDENDA

Any changes in these instructions or other requirements will be accomplished by a written addendum sent to all prospective proposers. All such addenda shall become a part of the contract. Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive, and therefore rejected.

1.29 PROHIBITED INTERESTS

No member, officer, or employee of CAT and/or member of, delegate to, the Congress of the United States shall, during his/her tenure, or for one year thereafter, have either a direct or an indirect interest in this contract or the proceeds thereof.

1.30 AUDIT & INSPECTION

The proposer agrees to allow CAT, the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination:

- 1.31.1 Inspect all work, materials, payrolls, and other data/records associated with the project; and
- 1.31.2 Audit the books, records, and accounts associated with the project.
- 1.31.3 In addition, the proposer must also agree to maintain all required records for a minimum of three (3) years after CAT makes final payments and all other pending matters are closed.

1.31 NOTICE TO PROCEED

The successful proposer shall not commence work under this Request for Proposals until a written contract is awarded, proof of insurance has been received, and a Notice to Proceed is issued. If the successful proposer does commence any work or deliver items prior to receiving official notification, the proposer does so at its own risk.

1.32 SCOPE OF SERVICES

The proposer shall provide a solution to the scope of the request described in detail in Attachment A – Scope of Services.

In the case of goods, equipment, or services identified by a “brand name or equal” description, no preference will be given to responses offering to furnish the name brands over those offering accepted equal value and quality, and vice versa. Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict proposers to the specific brand, make, manufacturer or specification named. Equivalent products, which have been designated "approved equals" by CAT or its agents, shall be acceptable. Proposer must submit to CAT a written request for approval of all equivalent products by the inquiry deadline.

1.33 EVALUATION OF RESPONSES

Responses received that are determined to be responsive and responsible will be evaluated by members of a CAT Evaluation Committee in accordance with the criteria set forth below. The criteria are weighted by their relative degree of importance.

Evaluation Criteria:

Response to Requirements of the Solicitation, Proposer Experience, and Capabilities	40%
Detailed Implementation Approach for Pilot and Final Implementation	15%
Manufacturing Plan	15%
Past Performance and Financial Strength of Proposer	10%
Price Proposal	10%
Disadvantaged Business Enterprise	10%

1.34 FEDERAL REGULATORY REQUIREMENTS

Federal Regulatory Requirements applicable to this request are listed in Attachment B. Proposer must sign the individual clauses that require separate signatures as well as sign the certification at the end of Attachment B. Proposer must return these signed federal clauses with its response.

1.35 ADDITIONAL RESPONSE REQUIREMENTS

Any response delivered to CAT that does not contain the following documents will be considered an unresponsive submission.

- 1.35.1 Most recent three (3) years comprehensive financial statements, audited version if your business structure requires such. These documents may be marked as “Trade Secret – Confidential Financial Data”, but must be accompanied by an attached affidavit affirmatively declaring that the specific information in the records constitute trade secrets pursuant to Article 2 of Chapter 1 of Title 10, Official Code of Georgia.
- 1.35.2 Evidence of Commercial General/Professional Liability insurance providing insurance for bodily injury, property damage, personal injury and advertising injury, with limits of not less than \$1,000,000.
- 1.35.3 Complete, sign, and return the pertinent portions of Attachments C – G.

Attachment A
SCOPE OF SERVICES

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1. Background

Chatham Area Transit Authority (CAT) is soliciting proposals from contractors to provide and deliver a turnkey Intelligent Transportation System (ITS) consisting of Automatic Vehicle Location (AVL), Computer Aided Dispatch (CAD), Video Surveillance, Vehicle Health Monitoring (VHM), On-board Voice Announcement System (VAS), Passenger Information Display System (PIDS) and Pedestrian Warning System (PWS) (collectively, "ITS"). This system will replace an existing solution that was installed five (5) years ago and has exhausted its useful life. The ITS System shall meet CAT's specific requirements for security, functionality, reliability and fare box interoperability. Modular design architecture shall be incorporated throughout the ITS. The selected proposer shall perform all work tasks in the design, manufacture, delivery, installation, and commissioning of a complete ITS solution as required in this scope.

CAT requires a system that will provide real time information to not only transit staff that support operational activities; but also transit riders. The proposed system is expected to provide CAT with details on the exact positions of fixed route buses, ensure drivers are logged in, what routes they are traveling, if they are running in advance or delay, accurate forecast of next vehicle arrival and departure information for CAT transit riders. The system shall also provide for transit riders the ability to look up real-time bus arrival/departure by route, trip planning capabilities and service alerts through web and mobile applications.

The proposer shall be responsible for the entire project life cycle and should include in their proposal any items not included in scope but required for the completion of the CAD/AVL system. CAT shall not pay for any items which have not been included in the contractor's proposal but are considered critical components of the CAD/AVL solution.

2. Type of Procurement

This is a best value (technical solution and pricing considered), negotiated procurement. Successful proposer will be selected based on a combination of providing the best technical solution that meets the needs of CAT in combination with the best price offered.

CAT reserves the right to award the contract to a top ranked proposer if it deems so in the best interest of CAT without any further negotiations. It is in the best interest of the proposer to initially provide the best technical and price proposal to CAT in response to this RFP.

2.1. Project Milestones

The proposer shall provide a project schedule as part of proposal submittal that, at a minimum, considers the major milestones listed below:

Pilot Program

Consisting of 2 buses and 1 ferry

- Removal of current ITS system and installation of awarded proposer system (within 30 days of contract award)
- Software to be installed on server (within 30 days of contract award)

- 2 week test period after installation completed
- 2 weeks to correct any issues with proposer software or installation of hardware
- All issues must be corrected and CAT must grant final approval to proceed prior to proposer installing ITS system on remaining fleet.

Fleet Wide Implementation

- Removal of current ITS system and installation of awarded proposer system (within 180 days of final approval of the pilot program)
- Software to be installed on server (within 180 days of final approval of the pilot program)
- 30 day test period after completion of final bus or ferry install
- 90 days to correct any issues with proposer software or installation of hardware

CAT expects to issue a Notice to Proceed (NTP) in late July, 2019.

3. Proposal Instructions and Evaluation Criteria

Please note that the proposal response submittal shall be limited to a 50 single-sided page maximum. Additionally, proposers can submit an additional 10 single-sided pages of proposer specific information (exclusive of proposer required forms) as an appendix.

Proposers shall submit 1 original and 5 copies of the proposal in printed form as well as an electronic copy.

The proposal submitted shall be valid and binding for a minimum of 90 days from the proposal due date.

3.1. Proposal Organization

The proposal shall be organized in conformance with the Evaluation Criteria format detailed below. Each proposal should contain a cover letter that clearly states if the proposal is being submitted from an individual, a firm, or a team of firms. If the proposal is from a team of firms, the letter should identify the lead firm. There shall be a point of contact person listed who has the authority to bind the firm's proposal. The Name, Title, Address, Phone Number and Email Address of contact with the lead firm or lead individual shall be in the cover letter.

3.2. Proposal Format and Criteria

Cover Letter (0 Points)

Section 1: Introductory Summary of Firm's Experience and capabilities (0 Points)

Section 2: Response to Requirements of the Solicitation, Proposer Experience, and Capabilities (40 points)

- Technical Approach and capability to implement requirements
- Detailed plan on how the proposer will approach the project
- Solution architecture proposed
- Equipment and software details of what the proposer is providing for the price proposed
- Other items for consideration.

Section 3: Detailed implementation approach for pilot and final implementation (15 points)

- Details on software and hardware implementation approach including interdependencies, risks and what is required in order to meet the timelines and budget.
- Project plan to meet the major milestones and implementation dates

Section 4: Manufacturing Plan (15 points)

- Ability to manufacture the equipment with requirements specified Ability to manufacture the equipment within timelines required

Section 5: Past Performance (5 points)

- Supply list and details of 3 major similar installations
- Supply information related to completion of projects for each of 2 clients listed above comparing both initial budget and completion dates
- Expected useful life of the system, estimated annual maintenance cost and system replacement cost

Section 6: Financial strength of the proposer (5 Points)

- Supply financial statements for the last year

Section 7: Price Proposal (10 Points)

- Reasonableness of the total cost and competitiveness with other proposals received
- Cost of annual maintenance, support and system/component replacement

Section 8: Disadvantaged Business Enterprise (10 Points)

4. CAT Vehicle Fleet

The following table depicts the current vehicle fleet at CAT that needs to be outfitted with CAD/AVL system:

Fixed Route	Year	Vehicle Type
3	2003	35ft Gillig Lowfloor
5	2006	29ft Gillig Lowfloor

Fixed Route	Year	Vehicle Type
5	2006	35ft Gillig Lowfloor
2	2009	29ft Gillig Lowfloor
9	2009	35ft Gillig Lowfloor
9	2011	35ft Gillig Lowfloor
5	2011	40ft Gillig Lowfloor
4	2018	29ft Gillig Lowfloor
18	2018	35ft Gillig Lowfloor
2	2014	Cutaway

Fixed Route (anticipated)	Year	Vehicle Type
2	2019	29ft Gillig Lowfloor
3	2020	35ft Gillig Lowfloor (Electric)
3	2020	40ft Gillig Lowfloor (Electric)

Ferries	Year	Vessel Length
2	'03, '04	55ft.
2	'01, '12	65ft.

4.1. Needs by Type

Fixed-Route Vehicles: Equipment installed on vehicles shall consist of full CAD/AVL functionality (Mobile Data Terminal, Vehicle Logic Unit, communications equipment, on-board and back-office), Video Surveillance System, Wireless Access Point, Vehicle Health Monitoring, Pedestrian Warning Systems, Passenger Information Display Systems, Covert Emergency Alarm Functionality and integration among the various on-board systems as listed below in the Scope of this RFP.

Portables Units: Equipment shall consist of full CAD/AVL functionality (Mobile Data Terminal, Vehicle Logic Unit, communications equipment, on-board and back-office), Video Surveillance System, Wireless Access Point, Vehicle Health Monitoring, Pedestrian Warning Systems, Passenger Information Display Systems, Covert Emergency Alarm Functionality and integration among the various on-board systems as listed below in the Scope of this RFP. Units shall be easily exchangeable between vehicles. (Ask Steve if all details apply)

Ferry Boats: Equipment installed on ferries shall consist of full CAD/AVL functionality (Mobile Data Terminal, Vehicle Logic Unit, communications equipment, on-board and back-office), Video Surveillance System, Wireless Access Point, Vehicle Health Monitoring, Pedestrian Warning Systems, Passenger Information Display Systems, Covert Emergency Alarm Functionality and integration among the various on-board systems as listed below in the Scope of this RFP.

5. Current On-Board and infrastructure Equipment

It is highly desired by CAT that the existing equipment be utilized to the maximum extent possible where sensible. The purpose of the equipment list mentioned below is to give the proposer an idea of the current equipment that is available on the vehicles or as part of the technology infrastructure that may be utilized by the proposing contractor. The specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict proposers to the specific brand, make, manufacturer or specification named. The proposer shall not consider this as an all-inclusive list and CAT is not responsible for determining the fitness or suitability for use of this equipment. It is the responsibility of the proposer to determine what equipment can be utilized with its systems and take that into account for the pricing section of the proposal. There will be time allocated during the pre-proposal meeting for the proposers to review equipment currently installed on the vehicles and perform a site-visit. Any integration and interface development will be the responsibility of the proposer.

The selected proposer shall be responsible for all work and costs relating to the removal of any existing ITS components and installation of the new ITS equipment in accordance with the schedule included in the final contract. CAT will retain all removed equipment for disposal.

The proposer shall supply such materials and supervision as necessary for the proper installation of all ITS equipment. All equipment shall be tested in accordance with a startup test procedure to be developed by the proposer in compliance with these specifications and approved by CAT. The equipment, subsequent to testing, shall be suitable for revenue service operations and complete in every respect. Any equipment, software, or otherwise any additional components, that are needed to fully implement and operationalize the proposer provided ITS system, shall be supplied by the proposer even if any specific references to additional components are missing from this document. It is the contractor's responsibility to ensure that all equipment and software is provided and priced accordingly in the submitted price proposal per the requirements of this scope.

The following equipment is currently installed on the bus fleet:

- Apollo cameras and cables
- GPS antenna
- GFI Odyssey Fareboxes
- 800 MHz trunked radio system
- Head signs
- Annunciator
- 500 MHz G4 Multiplex System

The following equipment is installed as part of the garage/maintenance facility infrastructure:

- 802.11g based Wi-Fi system WAN

6. Scope of Work

The proposer shall provide a turnkey solution consisting of design, installation, cabling, hardware, software, connectivity, support and training for the installation and connectivity of a fully operational CAD/AVL, PIDS and PWS systems.

The final system components shall include:

- Automatic Vehicle Location (AVL) utilizing the latest generation of low power Global Positioning System (GPS) and satellite arrays
- Computer Aided Dispatch (CAD)
- Passenger Information Display System (PIDS) Pedestrian Warning System (PWS)
- On-board Voice Announcement System (VAS) Vehicle Health Monitoring (VHM)
- Real-time Covert Emergency Alarms (EA)
- Integration with Cellular Mobile Data Communications System (4G/LTE or better)
- Integration with Vehicle Destination Signs
- Integration with GFI Odyssey fare boxes currently installed on the bus fleet
- Integration with Bulk Data Transfer via W-LAN (802.11) currently installed at CAT
- Mobile Video Surveillance System that is compatible with existing Apollo cameras
- Single sign-on capability for on-board systems
- Integration with Scheduling System (Trapeze OPS) using GTFS or TSDE
- GTFS-RT Data Feed
- Data Feed from APC cloud hosted server to update CAD/AVL ridership tables

Please note that all workstations for use by dispatchers, customer service, service planning and other users will be provided by CAT.

It is an important consideration for CAT to procure a comprehensive and fully integrated solution. Increased importance will be given to solutions that provide maximum on-board integration and will save operating and maintenance costs for CAT. The proposers are encouraged to provide superior and innovative solutions that meet the requirements and the functional specifications described in this scope.

The On-board Vehicle Control Logic Unit shall minimally provide:

- Integration with desired and currently installed on-board systems (GFI Odyssey Fareboxes, Apollo Cameras)
- Wireless Access Point for riders
- Single Sign-on capability
- Real-time precision clock synchronization with integrated systems Multiple port selection including RS232, RS485 and Ethernet ports GSM/GPRS/4G/LTE WiFi mobile communications

7. Specific Requirements

This section describes the minimum specifications to describe the equipment, supplies, materials, firmware and back-office software to be purchased for CAT. All items described within the specifications must be new, unused, and of the manufacturer's latest design and model unless otherwise specified. All standard equipment must be provided. All necessary parts and software not mentioned, but needed for the full operation of the item(s) specified must be supplied. Unnecessary or (optional) items may be priced separately if not specified. All equipment and supplies must meet all federal and state safety regulations, guidelines, and specifications such as OSHA, DOT, UL, etc., if required and regulated. All items are to be delivered FOB Savannah, GA to the location provided when ordered. All items are to be delivered safely, or shipped in a protective carton, fully assembled, and service ready for operation.

The AVL component of the total solution shall display the vehicle information in real-time on a digital map at workstations for dispatch, customer service and other CAT stakeholders along with other pertinent information regarding the route and the vehicle. This shall include, but not be limited to:

- 1) Vehicle ID
- 2) Driver ID
- 3) Route/work information (Route, Block, Shift, Pattern)
- 4) Vehicle location
- 5) Vehicle status (e.g. on-route, off-route, late, early etc.)
- 6) Geocode information
- 7) Direction of travel
- 8) Speed of vehicle
- 9) Vehicle events
- 10) Vehicle health monitoring status, OBDII Codes and ITS component health monitoring status
- 11) Various types of canned and custom text messages
- 12) Comprehensive reports including NTD standard reports (i.e. Deadhead miles / hours, Revenue Miles / hours)

The CAD component of the total solution shall be seamlessly and fully integrated with the AVL component and shall have the ability for transit operations to view in real-time and gather data for determining on-time performance (i.e. by Route, Driver, Block, Day, Bus), schedule adherence and event management for all routes. All real-time data reported with regard to schedule adherence should be plus or minus deviation from the actual.

The combined data from the CAD/AVL system shall also be sufficient to allow the operations personnel and the service planning personnel to utilize the data to improve schedules, frequency, time points, bus-stops and other service related functions in a comprehensive manner.

7.1. Customer Service and Event Workflow

The CAD/AVL data shall allow for customer service personnel to look up and provide information to transit riders related to any service interruptions and real-time vehicle arrival/departure information at any stop points.

The CAD/AVL system shall allow generation of various events triggered manually by the bus operator and automatically generated by the system. Events will consist of triggers and text messages. All events will be stored in the system database along with event identification information. The type of events generated shall be, but not limited to:

- Emergency silent alarm
- Service Alerts
- Priority text messages
- Regular text messages
- Custom text messages (minimum of 20 defined by the Authority)
- Vehicle health messages based on configurable filters
- Equipment failure conditions
- Bus Operator logon and logoff
- Off-route conditions
- On-time/schedule performance deviations based on configurable filters
- Vehicle location information associated with the event
- Conditions related to Identification, date, time and priority of events

Each event from a vehicle shall be recorded with pertinent information above regarding the event details, operator details, vehicle details, location details, and other operational conditions uniquely related to each type of event. A dispatcher or supervisor report on this information on demand.

The system shall allow for comprehensive, searchable and date-range based reporting on events. The reporting shall have the ability to be sorted by priority and type of events.

7.2. Data Communications and Management

All data shall be updated between the vehicles and the back-office CAD/AVL systems via configurable settings consisting of time-based frequency, bus stops, reporting time points and various trigger points. The time-based frequency shall have latency of no less than 15 seconds. Data shall also allow for configurable management and reporting of deadhead/headway time and mileage upon start of service.

Communications for the vehicle fleet to the back-office systems shall be via cellular technology utilizing 4G/LTE or better GSM/GPRS service. The monthly cost of cellular data service will be paid by CAT. Special pricing agreements with wireless providers should be noted in the proposal.

Data shall be stored in a current version of Microsoft SQL server database. The data stored shall minimally consist of:

- All vehicle identification related data
- Driver related data (e.g. logins, ID, Work assigned etc.)
- Vehicle location data
- Operational data
- Event data
- Text and other messaging data
- Schedule adherence data
- On-Time Performance related data

The SQL database shall be open architecture, ODBC compliant and all Entity Relationship Diagrams (ERDs), database schemas, data dictionaries / field definitions and any available Application Programming interfaces (APIs) shall be provided by the selected proposer to CAT for its use as needed at no additional charge.

Any software updates and route/schedule updates on each vehicle will be performed utilizing the 802.11x communications capability at the garage and/or via the real-time 4G or better GSM/GPRS communication. The CAD/AVL system shall have the capability to store multiple versions of software, map, schedule data and other data required to fully operate the CAD/AVL system. Any version shall be effective and used as the operational production version based on an effective start date. The system shall provide for status by each vehicle as to the versions of data on each vehicle, which vehicles have been updated and which are remaining.

7.3. Single Point Logon and Work Assignment

The vehicle on-board Logic Unit (LU) shall provide the driver with a single point for logging into all interfaced components/systems. These include, but are not limited to, Audio Visual Automated Announcer (AVAS), fare boxes and the Vehicle Destination Signs.

The system shall provide for automatic signing-in of work assigned to the drivers at start of the work each day by default. The system shall also keep the driver automatically signed into the system during the entire daily work period without the driver needing to manually sign-in at the beginning of each route. The system shall allow for flexibility to embark (start/stop) on multiple routes or loop routes during a daily run in an automated manner without the driver needing to manually sign-off and sign-on among various multiple or loop routes. The system shall allow the ability for a dispatcher to log a driver into their block remotely and have the capability to integrate with an operations / workforce management system (Trapeze OPS). This integration would allow buses to dynamically be assigned work assignment in real-time through a single interface.

7.4. Reporting

Comprehensive reporting shall be provided by the system for use by Transit Operations, Service Planning, Maintenance, Information Technology, Customer Service, Safety, Security and other CAT stakeholders.

The solution shall also provide for viewing and reporting of data, by exception that is configurable by the users. The configurable parameters shall allow for various event triggers like exceeding speed limits, vehicles running early or late, vehicle off-route, vehicle in and out of service, and work flow assignment/message forwarding to users based on the pre-set event triggers.

The system shall allow for flexible reporting (canned, custom and ad-hoc) and mining of data using standard reporting tools (i.e. Crystal Reports, SSRS) with the ability to export reports in a variety of formats (i.e. txt, excel, pdf). The database utilized shall be based on open architecture standards and shall allow CAT to access the data for any purpose utilizing Open Data Base Connectivity (ODBC) and API's supplied by the propose rat no additional cost to CAT. Selected proposer shall specify what types of canned reports are available in the system and what type of custom reports will be provided to CAT. CAT will approve final selection of reports before the full system acceptance. Sample reports are to be included with Contractors proposal.

The proposed system shall also provide for route tracing and replaying history of routes traveled by each vehicle.

Proposer will provide 5 custom reports at CAT's request in addition but not limited to NTD standard reporting, on time performance (by Route, Driver, Stop, Block, Traffic/Time Patterns), ITS equipment health / status (ability to proactively monitor system failures), Deadhead Hours/Miles, and Revenue Hours/Miles.

7.5. System Map

The digital map component of the solution shall incorporate various map layers that are used to build comprehensive map location, including but not limited to, street names, points of interest, bus stop geocode information, route information and other location related data points.

7.6. Graphical User Interface

All of the information that is provided to the system users shall be via intuitive and easy to use graphical user interfaces.

7.7. Mobile Video Surveillance

The proposer shall provide in their proposal a solution for mobile video surveillance that is seamlessly integrated with their CAD/AVL system and able to use the existing Apollo cameras currently installed on CAT's fleet. The system should be able to support up to ten cameras on one vehicle and can store the audio/video feed from those cameras on a DVR for at least 30 days. The solution will allow CAT to remotely view the video feed on demand, in real time, from the same interface as the CAD client and provide a separate interface that allows for playback of historical videos.

7.8. User Authentication and Authorization

The system shall allow access to the CAD/AVL for each user based on the authorization granted to that user. The authorization parameters shall be configurable and segregated by user class. The user class, at a minimum, will consist of:

- Transit Riders – Internet Users
- Transit Riders – Smart Phone Users
- Dispatchers
- Supervisors
- Customer Service
- Data Analysts
- Service Planners
- Senior Management
- Maintenance/Electronics Department

The Back Office client shall allow administrators the ability to create additional security groups and manage their permissions.

7.9. On-Board Component Integration

Proposing contractors shall provide a description of proposed CAD/AVL system functionality and how they plan on integrating it with the required on-board components listed above. Proposing contractors shall also explain how their proposed system will utilize the existing on-vehicle hardware and software components. Proposer is responsible for all integration costs with third party vendors.

7.10. Pedestrian Warning System (PWS)

The system will provide means to give an advance warning to Bus Operators when making a right or left turn, and give advance warning through an external speaker to pedestrians that a bus is turning.

1. The system shall be a passive system with no operator interaction required.
2. The system shall have four automatic ambient levels (4AAL) to be above the ambient outside noise levels.
3. The outside automatic ambient system shall not affect the inside speaker volumes.
4. The system shall have manual adjustments for inside volume, outside volume and ambient levels.
5. The system shall have the capability to automatically record a new message for any individual vehicle.

7.11. Route and Schedule Data Import

The CAD/AVL system shall be able to accept data from a GTFS flat file defining the schedules, geo-code and other pertinent data required for operations of the ITS system. The selected

proposer will work with CAT to define the requirements during the design review phase and develop the import interface.

8. Passenger Information Display Systems (PIDS) Requirements

The PIDS are to comprise all of the hardware and software used to provide PIDS displays and functions along with marketing material, service alerts, accurate forecast of next vehicle arrival and departure information to transit riders at the CAT Transit Center. Additionally, the PIDS shall provide a configurable selection of route and real-time departure/arrival data via web and mobile applications. The PIDS shall operate proficiently in a sub-tropical climate.

8.1. Transit Center Signs

CAT requires Departure/Arrival estimation signs in several locations throughout our system (21 PIDS). The CAD/AVL system shall provide integration with the PIDS. The PIDS Signs shall display the departure estimation for the next vehicle on each route that services its location. This shall be done utilizing a configurable look ahead.

CAT requires the installation on LED display panel signs on our arrival platform and in the Transit Center waiting area.

The installation of the signs itself will be performed by the proposer. Proposer will be responsible for providing wiring and other equipment necessary for data connection to the deployed signs. The signs shall be capable of displaying the destination of the route and the departure time for next route. The signs shall also display the current time and any text messages entered by a dispatcher or system administrator.

All removal and installation of PIDs will be done by the proposer.

The signs shall be in full compliance with the Americans with Disabilities Act (ADA). The signs shall have text displays along with audio announcements that are triggered by an external switch and shall meet indoor and outdoor illumination requirements. The signs shall be capable of operating in transit environment suitable for CAT location and in sub-tropical outdoor weather conditions. The display signs shall be sealed from weather and humidity to maximize the operational life of the equipment.

Panels should be capable of being pole mounted or directly fixed to an existing structure in such a way as to provide optimal passenger viewing and weather resistance. The system should be capable of not only delivering passenger transit information, but also general information such as service alerts, advertising and messages.

Required Features:

- Vandal resistant cover
- Tamper proof

- Corrosion resistant
- Easy accessibility for maintenance
- Automatic adjustment for brightness
- Configurable visual display area
- Wireless and Cellular communication capability
- Inside and outside temperature sensors
- Waterproof

9. Ownership, Technical Support and System Hosting

CAT will own the software, hardware and have full ownership and license rights to the complete ITS system. The self-hosted solution will assume as part of this solicitation, the selected proposer will provide 5-year technical and maintenance support on all equipment and software. Proposer shall also provide turnkey hosting for 5 years that includes system backup, recovery and general system maintenance. The selected proposer shall ensure that the hosted solution provides for 99% uptime during CAT service hours outside of scheduled maintenance activities.

10. Programming and Testing Hardware and Software

The Proposer is responsible for procuring all specialized programming hardware and software needed for developing and testing the components being supplied. Proposer shall provide system requirements for hardware, software and network. Proposer shall be responsible for all integration costs with third party vendor.

11. Training and Documentation

The selected proposer will develop a training plan and will be responsible for providing training to all users of the system including the operators, dispatchers, electronics technicians, IT administrators, supervisory staff, managers, customer service, finance, IT, and planning department staff. The selected proposer shall include a per unit cost basis for all training. At a minimum this training should consist of:

Maintenance:

- 160 hrs. during installation
- 80 hrs. additional after completion of installation
- 80 hrs. annual training through 5 year contract
- 40 hrs. software and hardware when systems are updated

Transportation:

- 160 hrs. during installation
- 80 hrs. additional after completion of installation
- 80 hrs. annual training through 5 year contract
- 40 hrs. software and hardware when systems are updated

Safety:

- 160 hrs. during installation
- 80 hrs. additional after completion of installation
- 80 hrs. annual training through 5 year contract
- 40 hrs. software and hardware when systems are updated

Mobility Service

- 40 hrs. after completion of installation
- 20 hrs. annual training through 5 year contract

System Development, Finance and Other Administrative Staff

- 40 hrs. after completion of installation
- 40 hrs. annual training through 5 year contract

The proposal should include complete electrical schematics, data dictionaries, technical and user documentation of the procured equipment and software applications shall be provided to CAT in an electronic and printed form.

12. Project Management and Quality Assurance

Selected proposer shall deploy an on-site Project Manager who will be assigned in this capacity for the duration of the installation (through final acceptance). The project manager assigned to the project shall have the authority to make commitments and decisions that are binding on the contractor. A Quality Assurance Program should be developed and overseen by this Project Manager.

CAT will assign two staff to project management. A Project Manager to coordinate all project related activities and facilitate all communications between CAT and the Vendor and a Project Quality Assurance Manager to oversee quality control measures and IT.

CAT's internal project managers will:

- Have responsibility for project oversight
- Exercise control over all phases of coordination, implementation and quality control of the various technology systems that will exist at the Operations Center, Transit Center and the vehicle fleet.
- Have the authority and responsibility for inspection, planning, establishment of quality control standards to be followed by the contractor, and acceptance/rejection of materials and articles that are installed by the vendor as the basic infrastructure for the utilization of these technologies.
- Coordinate verification of operations to ascertain that the vendor installations and systems meet the prescribed requirements and specifications.

13. Project Schedule and Major Milestones

The Proposer shall include in the proposal, a project schedule showing, in weeks after Notice to Proceed, the completion of the components of the project.

The project plan shall include a full production pilot installation on 2 buses and 1 Ferry Boat within two (2) weeks of Notice to Proceed as a pre-requisite to full system deployment. Only after successful deployment of the pilot, will CAT provide approval to proceed with full system-wide implementation.

The project schedule shall include various approval milestones and at a minimum, considers the milestones referenced in Paragraph 2.1 above.

CAT will provide final approval of each milestone and design review at appropriate steps in the project plan.

The selected proposer shall have a proven record of providing Full Training Programs, Training Transit Vehicle Trainers, and standard operating procedures implementation.

14. Spare Parts Availability

Spare parts and associated equipment shall be readily available for at least ten (10) years from date of final acceptance of the system.

The selected proposer shall provide inventory stocking recommendations and describe how the warranty and replacement program will work.

15. Warranty and Maintenance

Proposers shall price out an extended software and equipment hardware maintenance program for CAD/AVL System that will commence once the system is accepted by CAT. The extended software and hardware maintenance program will be for five (5) years. This service contract will include the replacement of all CAD/AVL equipment under warranty at no cost to CAT. It will cover software upgrades, support and training.

16. Equipment Quantities Needed

Please see Section 4: “CAT Vehicle Fleet” and “Needs by Type” for additional information.

Quantity	Equipment
64	Fixed-Route Vehicles
4	Ferry Boats
2	Mobile Units to be used for training and maintenance departments. Can be operated in any vehicle and are easy to transport

17. Pricing Sheet

The following price schedule for ITS implementation is to be completed. If different quantities are required by reason of different design capacities, these should be identified in the proposal.

Qty	Unit	Product	Comments	Unit Cost	Total Cost
64	Each	Onboard ITS equipment	Fixed-Route Service		
4	Each	Onboard ITS equipment	Ferry Boats		
2	Each	Mobile ITS units	To be used by training and maintenance departments. Units must be able to be operated in any vehicle and must be easy to transport		
1	All	Scheduling System Integration	Import of Trapeze OPS GTFS file to CAD/AVL system		
1	All	APC Data Import	SQL Job to update CAD/AVL tables with APC Data		
1	All	Operations Management Integration	Dynamically update vehicles vehicle on-board Logic Unit in real time, with operator and schedule information using Trapeze OPS data		
21	Each	LED Displays	PIDS LED for Transit Center to display all Routes and their next departure / arrival time		
1	All	CAT ITS Computer Hardware	All computer equipment necessary for CAT operations (e.g. storage, communications equipment etc.)		

1	All	CAT ITS Software	All back-office software and licenses necessary for CAT operations		
1	All	Mobile Video Surveillance	Mobile Video Surveillance Solution compatible with current Apollo system		
1	All	Installation and Testing	Full ITS Installation and Testing for CAT.		
1	All	Onboard Integration	Integration of onboard components described in the scope		
1	ALL	Training	Administrator and End User Training		
	All	Spare Parts	Recommended on-site spare parts		
		Expenses and Other Costs	<p>Please provide description and cost break-down in the following format:</p> <p>1).</p> <p>2).</p> <p>3).</p> <p>Total:</p>		

1	All	Support and Hosting Expenses and Other Costs	Turnkey technical, operational, maintenance support and hosting for 5 years Please provide description and cost break-down in the following format: 1). 2). 3).		
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Grand Total (including Hosing & Support): \$ _____

Attachment B
Federal Regulatory Requirements

**CONTRACTOR MUST REVIEW THESE REQUIREMENTS, SIGN APPLICABLE
FEDERAL REGULATIONS, AND SUBMIT THIS SECTION AS PART OF THE
RESPONSE.**

No Federal Government Obligation to Third Parties.

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

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the

Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

FEDERAL CHANGES

49 CFR Part 18

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

TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1F

a. Termination for Convenience Chatham Area Transit Authority 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 CAT. If the Contractor has any property in its possession belonging to CAT, the Contractor will account for the same, and dispose of it in the manner CAT directs.

b. Termination for Default If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CAT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by CAT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, CAT, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure Chatham Area Transit Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to CAT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from CAT setting forth the nature of said breach or default, CAT shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CAT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event Chatham Area Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Chatham Area Transit shall not limit CAT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

CIVIL RIGHTS REQUIREMENTS

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

(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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Each contract CAT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following Federal Clause language:

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%. CAT's DBE transit goal for FFY 2019 is 2.3%. A separate contract specific goal HAS NOT been established for this procurement.

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

- 1) Withholding monthly progress payments
- 2) Assessing sanctions
- 3) Liquidated damages, and/or
- 4) Disqualifying the contractor from future bidding as non-responsible

c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed in its written documentation of its contract commitment to CAT unless the contractor obtains written consent from CAT.

d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to CAT unless the contractor obtains written consent from CAT.

e. The contractor will be required to report its DBE participation obtained throughout the period of performance.

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

retainage payment related to the subcontractor's work.

g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to CAT to use a DBE subcontractor (or an approved substitute DBE firm) without CAT'S prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

h. The contractor must promptly notify CAT 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 the prior written consent of CAT.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 CFR part 180

2 CFR part 1200

2 CFR § 200.213

2 CFR part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the

Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by CAT. If it is later determined by the CAT that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CAT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ENERGY CONSERVATION REQUIREMENTS

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

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

ADA ACCESS

49 USC 531 (d)

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(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 bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

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

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but 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 _____

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1F

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

Performance During Dispute - Unless otherwise directed by CAT, 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 therefor 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 CAT 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 CAT is located.

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

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

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

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

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

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

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands

and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Executed this _____ day _____, 20__.

BY

(Signature of Authorized Official)

(Title of Authorized Official)

(Witness)

Sworn to and subscribed before me on this _____ day of _____, 20__.

Notary Public In and For _____
County

State of _____

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

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

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

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

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

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

CARGO PREFERENCE REQUIREMENTS
46 U.S.C. 1241
46 CFR Part 381

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

49 U.S.C. §40118

41 CFR Part 301-10

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities
- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)

49 CFR Part 605

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

DRUG AND ALCOHOL TESTING

49 U.S.C. §5331

49 CFR Part 655

The contractor agrees to:

(a) Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".

(b) Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.

(c) Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

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.

CONFORMANCE WITH NATIONAL ITS ARCHITECTURE

To the extent applicable CAT, and subsequently the contractor, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *FR* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Attachment C
DBE, Non-Debarment, and EPA Certification

The firm submitting this response _____ IS or _____ IS NOT a Disadvantaged Business Enterprise.

All offerors must certify that they are not on the Comptroller General's list or any DOT List of Ineligible Proposers, List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions, or that the facilities to be utilized in the performance of this project have not been listed on the Environmental Protection Agency's List of Violating Facilities. By signing the Certification Form, this certification is completed.

The signature below attests that the offeror's response is made with full understanding and acceptance of the provisions contained in this response.

Signature

Witness Signature

Print or Type:

Name & Title of Signing Officer

Company

Mailing Address

Date

City, State, Zip

Telephone

E-Mail Address

Attachment D
References

CAT may contact references in an effort to obtain more information about the proposer. The references listed should be companies and individuals with whom the proposer has supplied equipment and/or performed services similar to those specified herein.

1. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

2. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

3. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

Attachment E
Addendum Acknowledgment

The undersigned acknowledges receipt of the following addenda to the response documents.

NO ADDENDA WERE RECEIVED _____

(Give number and date of each):

Addendum No. 1 Dated _____

Addendum No. 2 Dated _____

Addendum No. 3 Dated _____

Addendum No. 4 Dated _____

Addendum No. 5 Dated _____

Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive.

Signature

Title

Attachment F
OFFEROR'S CHECKLIST
 (To verify that all necessary documents are included)

This form **must be completed** and returned with the response. Failure to return the completed form may be cause for considering your response non-responsive.

Responses must be clearly marked with the response number and title, date and time of response opening, and company name. Below is a list of all materials and responses required for this response.

	Proposer <u>Check off</u>	CAT <u>Check off</u>
Proposer Contact Information	_____	_____
Financial Statement/Tax Return	_____	_____
Evidence of Gen. Liability Insurance	_____	_____
Attachment B – Federal Regulatory Requirements	_____	_____
Attachment C – DBE Certification Form	_____	_____
Attachment D – Proposer’s References	_____	_____
Attachment E – Addendum Acknowledgment	_____	_____
Attachment F – Offeror’s Checklist	_____	_____
Attachment G – Proposer Information Form	_____	_____

Signature

Title

