

REQUEST FOR PROPOSAL
COLUMBIA TRANSIT AVL-GPS SYSTEM
FOR THE
CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION
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Request For Proposal No.: 19/2013
Closing Date: 5:00 p.m., CST, Friday, December 21, 2012

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ATTACHMENTS

A	CURRENT IT ENVIRONMENT & SERVER SPECIFICATIONS
B	COST PROPOSAL FORM
C	COLUMBIA TRANSIT FLEET INVENTORY
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1 GENERAL REQUIREMENTS

1.1 PURPOSE

The City of Columbia is seeking the purchase and installation of an Integrated Intelligent Transit System.

1.2 SCHEDULE OF ACTIVITIES

DATE	ACTIVITY
November 27, 2012	Close of written <i>Requests for Additional Information</i>
November 30 2012	Written responses to <i>Requests for Additional Information</i> sent to all
December 21, 2012	Request for Proposal is due by 5:00 p.m. CST
February 1, 2013	Contract Start Date
The above dates are target dates and may change.	

1.3 DUE DATE FOR PROPOSALS

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in three (3) copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters "RFP 19/2013, Columbia Transit AVL-GPS System".

1.4 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Will A. Hobart, Purchasing Agent
Phone: (573) 874-7687
Fax: (573) 874-7762
E-mail: wahobart@GoColumbiaMO.com

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective respondents. Questions must be submitted no later than 5:00 p.m. on November 27, 2012.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

1.5 VALIDITY OF PROPOSALS

Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

1.6 REJECTION OF PROPOSALS

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

1.7 WITHDRAWAL OF PROPOSALS

Any Presenter may withdraw his proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety days after the scheduled closing time for the receipt of proposals.

1.8 ALTERATION OF SOLICITATION

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

1.9 RESPONSE MATERIAL OWNERSHIP

All material submitted regarding this RFP becomes the property of The City of Columbia. Any person may review proposals after the "Notice of Intent to Award" letter has been issued, subject to the terms of this solicitation.

1.10 INCURRING COSTS

The City of Columbia shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Respondent.

1.11 COLLUSION CLAUSE

Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void.

1.12 CONTRACT DOCUMENTS

The final Contract between the City of Columbia and the Respondent will include by reference:

- Respondent's Proposal
- The Specifications contained in this RFP

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the Contract in any manner.

1.13 FUNDING CONTINGENCY

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require the City of Columbia to terminate the agreement.

1.14 TAX EXEMPTION

The City of Columbia is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available upon request by the successful Respondent.

1.15 APPLICABLE LAW

The proposal and Contract shall be governed in all respects by the ordinances of The City of Columbia and the laws of the State of Missouri, and any litigation with respect thereto shall be brought in the courts in the State of Missouri.

1.16 RESPONSIBILITY

The City of Columbia reserves the right to require the apparent successful vendors to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. *This information will become a part of the contents of the file and hence public record unless the Respondent indicates this material confidential and request this information be returned at the expense of the Respondent. This applies only to matters of financial reporting.*

1.17 ASSIGNMENT

Firm shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of the City of Columbia. Assignment, subcontracting, or subletting without such consent will in no way relieve the Firm of any of its obligations under this Contract unless specifically stated by the City of Columbia in its consent.

1.18 AUDITING OF INVOICES

Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the Contract. If during the audit it is revealed that the Respondent charged the City of Columbia a price higher than the proposed price, the Respondent will reimburse the City of Columbia the amount of the overcharge.

1.19 NONDISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under this Contract, the Firm agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

1.20 TERMINATION FOR DEFAULT

If, through any cause, the firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the firm shall violate any of the covenants, agreements, or stipulations of this contract, the City of Columbia shall thereupon have the right to terminate this contract for cause by giving written notice to the firm of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the firm under this contract shall, at the option of the City of Columbia, become its property, and the firm shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The firm shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding above, the firm shall not be relieved of liability to the City of Columbia for any damages sustained by the City of Columbia by virtue of any breach of the contract by the firm, and the City of Columbia may withhold any payment to the firm for the purpose of mitigating its damages until such time as the exact amount of damages due the City of Columbia from the firm is determined.

If after such termination it is determined, for any reason the firm was not in default, or that the firm's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

1.21 TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the Purchasing Agent will determine that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to the

Respondent of a letter of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the Respondent will:

- Stop work on the Contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated.
- Complete on schedule such part of the work as will not be terminated by termination letter.

1.22 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

- A. Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- B. As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- C. Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

1.23 INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE: The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

- A. **WORKERS COMPENSATION INSURANCE:** The Contractor shall take out and maintain during the life of this Contract Employers Liability and Workers Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation coverages shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- B. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on

behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

Premises and Operations
Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:
\$1,000,000 Each Occurrence (Combined, Single Limit for Bodily Injury & Prop. Damage)
\$1,000,000 Aggregate for Products/Completed Operations
\$1,000,000 Personal Injury/Advertising Injury
\$1,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available).

Additional Insured. The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. This endorsement must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage. The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

- C. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

WAIVER OF SUBROGATION: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.

CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to

insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

SUBCONTRACTORS: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

1.24 DISPUTE RESOLUTION

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the City of Columbia's Purchasing Agent, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Purchasing Agent shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Finance Director, with a copy to the Purchasing Agent. The determination of such appeal by the Finance Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by the City of Columbia, the Contractor shall proceed diligently with performance in accordance with the Purchasing Agent's decision.
- B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Columbia 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.

1.25 FEDERAL REQUIREMENTS

A. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS OR LIABILITY

The Contractor, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

B. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes 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 in connection with this Contract, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. CHANGES TO FEDERAL REQUIREMENTS

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 Agreement between the Authority and FTA (FTA MA (18) dated October 1, 2011), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

D. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions in this Contract include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, 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 the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Columbia requests that would cause the City of Columbia

to be in violation of the FTA terms and conditions. The Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

E. RECORD RETENTION AND ACCESS

1. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
2. The Contractor shall permit the City of Columbia, the Secretary of Transportation, and the Comptroller General of the United States to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. CIVIL RIGHTS

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 regulations that the Federal Transit Administration (FTA) may issue.
2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the 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 Contract. 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.

G. ENVIRONMENTAL REGULATIONS

1. **Clean Air**. 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, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to the City of Columbia. The City of Columbia will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
2. **Clean Water**. 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, and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to the City of Columbia. The Contractor understands that the City of Columbia will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
3. **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. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.
4. **Recovered Materials/Recycle Products**. To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

H. DEBARMENT AND SUSPENSION CERTIFICATION

1. The Contractor, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C.

2. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
3. The Contractor agrees to provide the City of Columbia a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

I. U.S. PRODUCT AND SERVICE PREFERENCE

1. Buy America.

- a. The Contractor agrees to comply with 49 U.S.C. §5323(j), and 49 CFR. Part 661, which provide that federal funds may not be obligated unless steel, iron, 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 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment & software. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.
- b. The Contractor further agrees to include these requirements in all subcontracts exceeding \$100,000.

2. Cargo Preference.

- a. In the event that ocean shipment is required for any material or commodity pursuant to this agreement, the Contractor agrees to utilize United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, to the extent such vessels are available at fair and reasonable rates for the United States-Flag commercial vessels.
- b. The Contractor further agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to the City of Columbia (through the Prime Contractor in the case of subcontractor bill-of-lading) and to the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, S.W., Washington, DC, 20590.
- c. The Contractor further agrees to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, materials or commodities by ocean liner and exceeds \$100,000.

3. Fly America.

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Service 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 J.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 and exceed \$100,000.

J. LOBBYING RESTRICTIONS

1. The Contractor is bound by its certification contained in its offer to the City of Columbia regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, and 49 CFR Part 20. The Contractor agrees to comply with this requirement throughout the term of the Contract.
2. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000 and to obtain the same certification and disclosure from all subcontractors (at all tiers).

K. EMPLOYEE ELIGIBILITY VERIFICATION

1. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.
2. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

L. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

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

M. PRIVACY ACT REQUIREMENTS

1. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the City of Columbia and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the City of Columbia or Federal Government.
2. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
3. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.

N. PATENTS AND RIGHTS IN DATA AND COPYRIGHTS

1. Rights in Data

- a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts, and information retained in computer memory. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. The following restrictions apply to all subject data first produced in the performance of the Contract:
 - 1) Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the City of Columbia, until such time as the City of Columbia may have either released or approved the release of such data to the public.
 - 2) In accordance with 49 C.F.R. §18.34 and 49 C.F.R. §19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for "Federal Government purposes":
 - a) Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b) Any rights of copyright purchased by the City of Columbia or Contractor using Federal assistance in whole or in part provided by FTA.
 - 3) "For Federal Government Purposes" means use only for the direct purpose of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. When FTA awards Federal assistance for experimental, developmental, or research work,

it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Contractor performing experimental, developmental, or research work, agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under this Contract shall become subject data as defined previously and shall be delivered as the Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the City of Columbia or Contractor's use whose costs are financed in whole or part with Federal assistance provided by FTA for transportation capital projects.

- 4) Unless prohibited by state law, Contractor agrees to indemnify, save, and hold harmless the City of Columbia and the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the City of Columbia or Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Contract. Neither the City of Columbia nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 - 5) Nothing contained in this clause on rights in data shall imply a license to the City of Columbia or to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the City of Columbia or to the Federal Government under any patent.
 - 6) Data developed by the City of Columbia or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by this Contract to which this clause has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the City of Columbia or Contractor identifies that data in writing at the time of delivery of the contract work.
2. **Patent Rights.** If any invention, improvement, or discovery of the Contractors is conceived or first actually reduced to practice in the course of work under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the City of Columbia immediately and provide a detailed report, who in turn shall ultimately notify the FTA.

Unless the Federal Government later makes a contrary determination in writing, the City of Columbia and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401 and 35 U.S.C 2000 *et seq.*

O. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

1. 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's) is 10 percent. The City of Columbia's overall goal for DBE participation is 12.5 percent. A separate contract goal has not been established for this procurement.
2. The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City of Columbia deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
3. The Contractor may not substitute, remove or terminate a DBE subcontractor without the City of Columbia's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Columbia, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor's notice and advise the City of Columbia and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of Columbia should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
4. Good Cause. Good cause includes the following circumstances:
 - a. The listed DBE subcontractor fails or refuses to execute a written contract; or
 - b. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 - f. The DBE subcontractor is not a responsible contractor; or
 - g. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 - h. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor

is unable to complete its work on the contract;

- j. Other documented good cause that compels the City of Columbia to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
5. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Columbia, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the City of Columbia and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of Columbia should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

2 SPECIFICATIONS

2.1 BACKGROUND

Columbia Transit is a Division of the Public Works Department of the City of Columbia, Missouri. Columbia has a population of 108,000 residents and is the home of the University of Missouri, Stephens College and Columbia College. Columbia Transit provides Fixed Route and ParaTransit service with the City Limit's (UZA) of Columbia, MO and University Shuttle Service via contract with the confines of the University of Missouri Campus.

2.2 SCOPE OF WORK

The Scope of Work shall be for the purchase and installation of an Integrated Intelligent Transit System, turnkey system consisting of the following three (3) components:

1. **AVL System** - An Automatic Vehicle Location (AVL) system to be installed in approximately 48 fixed route, paratransit and service vehicles (33 fixed route, 12 paratransit and 3 service vehicles).
2. **AVA System** - An Automatic Voice Announcement (AVA) system to be installed in approximately 33 fixed route vehicles (AVA will not be installed on para-transit or service vehicles)
3. **APC System** - An Automatic Passenger Counter (APC) system to be installed in approximately 33 fixed route vehicles. (APC will not be installed on para-transit or service vehicles).

All data and necessary applications will be hosted on Columbia Transit servers. Current server specifications and configuration is provided in Attachment A. Columbia Transit is open to discussion of alternative structures and equipment.

Columbia Transit Vehicle Inventory - (current fleet and other fleet equipment) is provided in Attachment C.

2.3 DELIVERABLES

The deliverables for this project consist of an Integrated Intelligent Transit System, turnkey system to include the following three (3) components:

1. Component #1 - AVL System
2. Component #2 - AVA System

3. Component #3 - APC System

2.4 TECHNICAL REQUIREMENTS

A. GENERAL

1. The proposed components must be compatible and in accordance with the specifications and Requirements described in this RFP.
2. Columbia Transit has a very small vehicle spare ratio during the peak service calendar. Peak service calendar is defined as any dates that the University of Missouri is in regular academic session (typically: August 15 – December 17, and January 17 – May 17). Installation of hardware on vehicles will need to be performed outside of the peak service calendar, during scheduled academic breaks (Spring Break for example) or outside of operating hours. It is Columbia Transit's desire for all components purchased and installed to be fully operational by July 1st, 2013.
3. Contractor is responsible for complete delivery, setup, configuration, and installation of software and hardware required for the system(s) to be functional.
4. Workmanship and appearance of work throughout shall be of the best commercial quality and adhere to the latest edition of all applicable standards and codes.
5. Work shall be performed by qualified personnel, and shall be supervised by technically competent, trained, experienced personnel at all times.
6. All equipment and components shall be easily accessible for adjustment and ongoing service.
7. All contractors/subcontractors must provide a smooth and seamless data transmission between communications devices and software applications.
8. Hardware Must be interchangeable /transferable between Columbia Transit vehicles (buses and vans).
9. With respect to all contracts involving the provisions of Intelligent Transportation Systems (ITS), Contractor agrees to conform to the ITS National Architecture, as promulgated by the US DOT, ITS Joint Program Office. (if necessary, Columbia Transit shall be allowed to extend such access and use to third parties for integration purposes).
10. All equipment must be current production/state-of-the-art, commercially rated and manufactured by well established and reputable manufacturers.
11. Equipment and parts must be readily available for the expected lifespan of the systems needed for repair, replacement and/or expansion/upgrades.
12. Equipment requiring adjustments shall be securely installed using tamper-proof containers, fasteners, etc.
13. Contractor Must include all vehicle wiring and connectors required for the equipment. The wiring and connectors should be appropriate to harsh transit environments.
14. All equipment modules, cables, mounting hardware and connectors shall be designed to withstand the full range of internal and external operating environments found in the

areas in which they are to be installed, and shall not interfere with the operation of existing and future equipment.

15. All on-board equipment should operate properly under the environmental conditions encountered on-board the vehicles, including but not limited to extreme temperatures, humidity, dust dirt, power variations, shock and vibration.
16. Cabling and equipment exposed to the weather shall be adequately protected from wind, rain, and dust. Shielded Cables must be provided where necessary to avoid interference problems.
17. Any required antennas shall be securely mounted on the exterior of the vehicle. The mounting and sealants shall be impervious to physical and chemical attack by automatic bus washing equipment.
18. On-board hardware will be configured to eliminate the possibility of power being turned off or disconnected.
19. Components shall be replaceable at the module level eliminating the removal of additional bus components to replace the failed module.
20. Each connector in a given physical location shall be keyed or otherwise configured as to prevent inadvertent, incorrect wiring during installation or maintenance.
21. Each component module/subsystem distinctly defined in these specifications shall be replaceable as a discrete unit.
22. Each electronically addressable component module subsystem shall be electronically identified by a unique serial number.
23. General Software Requirements - The Contractor Shall provide standard software wherever possible to meet the functional requirements set forth in this specification.
 - a. All standard software and any new software that must be developed to meet these requirements must be approved by Columbia Transit prior to selection and development, respectively.
 - b. The software provided shall comply with industry standards produced by national or international organizations, such as Institute of Electrical and Electronics Engineers (IEEE), International Standards Organization (ISO), or Open Systems Foundation(OSF).
 - c. The applications programs and software shall use industry standard interfaces to the applications.
 - d. All operating system, database management systems, utilities, and network software shall be commercially available, standard off-the-shelf products produced by well established and reputable suppliers.
 - e. Third-party support and training shall be available for all standard commercially available software.

- f. All software shall be easily expandable to accommodate future requirements. Reassembly or recompilation of the software shall not be necessary to accommodate system additions.
- g. All software shall be modular to minimize the time and complexity associated with making any change to any program.
- h. The modularity shall include the separation of hardware interface modules from other software modules.

B. COMPONENT #1- Automatic Vehicle Locator (AVL) System

The AVL system shall include all hardware/equipment, software, installation, training, support, warranty and acceptance testing to make the system fully operational to the satisfaction of Columbia Transit. Real-time fixed route bus arrival information, by an administrative interface and a customer interface to the public via Columbia Transit website (or a separate dedicated website) shall be accomplished by the AVL system.

The Contractor must specify whether system defaults to manual use in the event of a failure on or off the vehicle or facilities.

1. AVL On Board Equipment shall include at a minimum; 1) Antennas, 2) Cables, 3) GPS Receiver, 4) Mobile Data Terminal, 5) Hardware, and 6) Standard Warranty
2. AVL Labor shall include turnkey onsite-installation of all equipment/hardware, software, etc., to make the system fully functional.
3. AVL Software Modules shall include at a minimum;
 - a. Information and pricing for all modules applicable to these specifications including any options available.
 - b. Web based mapping service such as Google maps for vehicle tracking of Columbia Transit routes by the public on the Columbia Transit website
 - c. Ad-hoc maps and routine updates
 - d. Administrator module to monitor bus location information, etc.
 - e. Geo-fencing of vehicles including dispatcher alerts
 - f. Group building to create groups based on different parameters
 - g. Navigational map tool/customer (passenger) interface module
 - h. Fixed Route and Paratransit (Demand Response) scheduling and management module
 - i. Vehicle location module
 - j. Website information display
 - k. Data storage and reporting

- I. Lifetime Software Updates at no extra cost
4. AVL Administrator Interface Module shall:
 - a. Provide system administration functions sufficient to manage the required functionality
 - b. Provide sample screen shots and a high-level diagram of major menu options and administrative tools as part of the proposed web service system.
 - c. Security to manage system access, including support for multiple security and access levels and applying different security levels to specific users.
 - d. Incorporate the run/block numbers to allow for bus switches from one run/block to another in response to traffic delays, high passenger loads, driver no-shows etc.
 5. AVL Customer (Passenger) Interface Module shall:
 - a. Provide a public interface to customers indicating bus location information displayed on a map on the Columbia Transit website (or a separate dedicated website).
 - b. Continuously update the web page (whenever a new estimated time of arrival [ETA] is determined), until the user closes the web page.
 - c. Shall provide predictive estimate of bus arrival times at designated stops based on the average speed of the bus and traffic impacts.
 6. AVL Route Management Module:
 - a. Shall provide dispatcher real-time information to manage the routes and determine the location of any vehicle in service, including fixed route, paratransit (demand response), shuttles, terminal, or special on-demand events.
 - b. Shall display the time each bus arrives at each stop, per route, and the "wait times" (e.g., the amount of time it will take for the bus to arrive at the stop).
 - c. Shall display real time status clearly (i.e., color-coding), with emphasis on off-route or off schedule vehicles.
 - d. Shall utilize the real time AVL information received from the vehicle to update schedule adherence in relation to its scheduled information, and display, system on-time performance statistics, relating to the overall performance of fixed route system.
 - e. Shall provide detailed explanations of route management components and how they work with other components of the system.
 - f. Shall provide screenshots of applicable windows describing key features, attributes, and the information available within the dispatch display and the management component.
 - g. Shall generate the following reports, at a minimum:
 - 1) Garage pull out/pull in
 - 2) Driver paddle and assignments
 - 3) Vehicle and route utilization

- 4) Headway analysis report
 - 5) Schedule adherence and on-time performance
- h. Shall integrate with current, and future, electronic fare boxes and external signs on the buses.
7. AVL LCD Monitors:
- a. The vendor shall provide and install LCD monitors at various Columbia Transit offices/locations as follows:
 - 1) Two (2) monitors will be installed in the Columbia Transit Bus Terminal Transfer Center. One (1) monitor will be installed in the Student Center on the University of Missouri Campus
 - 2) Vendor shall include the cost of the monitor as well as any other equipment necessary for installation mounting such as cables, brackets, electrical outlets, etc.
 - 3) All labor installation cost must be reflected separately on the price & fee forms
 - b. Monitors shall display the location of each bus and arrival information in real time, per route or a combination of routes.
 - c. Monitors will also be capable of displaying bus and other mass transit information (such as advertising and promotional videos provided to the vendor by Columbia Transit).
8. AVL Functional Requirements:
- a. Accurately track bus locations en-route in real-time (delay not more than 15 seconds) and provide visual mapping displays.
 - b. Software design shall be expandable to include all necessary interfaces to support the subsystems as well as other future functions.
 - c. AVL hardware shall not interfere with other equipment installed (such as the camera system).
 - d. Vehicle location information posted on a GUI map display available on Columbia Transit public website and viewable through various devices such as Smart-Phone, Kiosk, and PC.
 - e. Shall integrate with current, and future, electronic fare boxes and external signs on the buses.
 - f. Develop the tracking website using internet mapping service such as Google maps including:
 - 1) one integrated map with a detailed map of the Columbia streets and buildings, local and regional areas, and major landmarks,
 - 2) standard map display features (zoom in/out panning etc.)
 - 3) an automatic refresh feature with the option of refreshing the map views 'upon-demand' by the dispatcher
 - 4) capabilities to trace routes, place stops and landmarks on the map. GIS layers of Columbia Transit routes will be provided in shapefile format upon contract award for routes and bus stops.

- g. Predict the arrival of the bus (both outbound and inbound) at a selected bus stop on a particular fixed route.
- h. Dispatch ability to send text messages to the electronic signs to be located at Columbia Transit terminal and Operations Offices and to future bus stops.
- i. Software to allow Columbia Transit management to continuously track and monitor vehicles and bus operators, both in real-time and by using archived information. The following reports are required:
 - 1) Vehicle Location Data (replay map)
 - 2) Management reports that will optimize timetables and efficiency of service
 - 3) User friendly reports meeting National Transit Database (NTD) reporting requirements
 - 4) Improved customer service data and reports to reduce call center inquiries
 - 5) Boardings and alightings by geo location
- j. Access to all realtime and archived vehicle location data must be available to third party applications (i.e. transit planning software, consumer mobile applications) for external development purposes. API to be used in development with customer interfaces to include:
 - 1) iOS apps
 - 2) Android apps
 - 3) Mobile Web apps
 - 4) Websites
- k. Web server and database server for this project will be located at City of Columbia Data Center
- l. ADA Para-Transit Component
 - 1) The vehicle tracking system installed on Columbia Transit Para-Transit vehicles (see Attachment C- Inventory List) shall not provide information to the public, only to Columbia Transit.
 - 2) Information to be provided shall include the location of the vehicle related to ADA service area, wait time of a vehicle at a particular location miles and hours traveled by each vehicle per day, and, for the past 30 days.
 - 3) Tools and wizards that will allow users to create, edit and save reports, interface with reporting requirements of NTD and generate a range of management and service reports to permit sufficient oversight of ADA Paratransit service.

C. COMPONENT #2 - Automatic Voice Announcement (AVA) System

- 1. AVA Functional Requirements:
 - a. Shall integrate with the proposed AVL and APC components and be utilized for all routes and stop locations.
 - b. Shall integrate with current, and future, electronic fare boxes and external signs on the buses.
 - c. Shall provide the following key vehicle hardware components:
 - 1) Automatic bus stop annunciator
 - 2) Gooseneck microphone and interface for vehicle operator public address functionality. The microphone shall integrate with the AVL system for

amplification and programming automatic prioritization of messages. This microphone or an additional microphone shall automatically activate when the emergency alarm is in use. The location, directionality and sensitivity of this microphone shall be subject to Columbia Transit written approval.

- 3) No "facial" change, to any display or indicators, will take place when monitoring occurs.
 - 4) Communication to the internal display sign shall be done via standard J1708/J1587 interface.
 - 5) Display should be one Internal LED Sign approximately 30" x 6", on each bus, located above the windshield to allow clear visibility to all on-board passengers without distraction to the driver. Signs must meet all ADA requirements for internal signage.
 - 6) AVA and internal sign display shall be programmable with the same software/hardware tools.
 - 7) Vendor shall provide all hardware equipment including enclosures. Sign enclosure should be aluminum with welded and sanded seams, black powder paint. Signs are to be constructed to withstand the harsh environmental conditions of transit applications.
- d. Shall include all database programming and route mapping services necessary for the system to be fully functional and operational.
 - e. Shall provide a means for Columbia Transit to manage passenger announcements
 - f. Audio and visual announcements of each stop are to be synchronized to allow the same information to be concurrently presented to the passengers
 - g. The announcements must be made in a timely manner to allow the passenger adequate time to activate the stop request signal
 - h. All announcements shall be automatically triggered using location cues provided by the system's AVL component
 - i. The operator shall have the ability to select where the (PA) announcements are heard: inside, outside and/or both, via integration with the existing toggle switch
 - j. Vendor shall provide training for Columbia Transit staff and acceptance testing of the system.
 - k. Shall include, but not be limited to, the following announcements:
 - 1) scheduled vehicle stops
 - 2) major intersections
 - 3) key transfer points
 - 4) cautionary warnings
 - 5) public service information
 - 6) advertising

D. COMPONENT #3 - Automatic Passenger Counter (APC) System

1. APC Functional Requirements:

- a. System shall integrate with the proposed AVL and AVA components and be utilized for all routes and stop locations.

- b. Sensors:
 - 1) Shall be discreet, optical, non-contact design
 - 2) Shall detect presence and direction of passenger movement at each vehicle door whether boarding or alighting from the bus.
 - 3) Shall accurately count passengers simultaneously boarding and alighting from the same door.
 - 4) Shall use infrared or other similar sensors that have a high level of reliability
 - 5) Shall be designed to operate within a transit environment
 - 6) Proper alignment shall not be susceptible to normal vibrations found on a bus.
- c. System shall count all boarding and departing passengers at each stop and calculate the number of riders on-board after each stop
- d. System shall include a means to verify proper operation of count sensors and to diagnose problems. The measured accuracy for each stop for a given trip shall be at least 95 percent.
- e. System processing unit shall connect to door open sensors and count only when doors are open.
- f. System must be capable of determining when each doorway of the bus is open or closed. Since boarding and alighting activity must be provided separately for each doorway, the door open/close sensor must be capable of differentiating between each doorway.
- g. System shall acquire necessary input information, such as route, block, run, stop ID, and latitude/longitude from the AVL system and connect to the AVL system using the SAE J-1708 interface standard and J-1587 messaging standard.
- h. System should be integrated with the vehicle location data that is collected and transferred via the wireless communications network to the dispatch center after each stop.
- i. Vendor should include a clear description of how the passenger count data is obtained, and stored, as well as the hardware and software required for storage and transmission to dispatch.
- j. Sample reports available from the passenger count data should be submitted.
- k. Proposers must document that memory is sufficient to store all data for three (3) days of vehicle operation.
- l. A backup system for data recovery and transmission is required. Describe the backup system to be used in the event of a system failure.
- m. All data shall be processed in real time.
- n. System shall generate passenger boarding data for NTD reports.
- o. Provide training for Columbia Transit staff and acceptance testing of the system.
- p. System must have adequate protection against vandalism.

E. Optional Scalable AVL for Fleet:

Vendor response to this part of the proposal is strictly optional. The City of Columbia's primary interest is in securing and implementing an AVL system for Transit. Evaluation and subsequent award of this RFP are solely dependent on the Transit solution. However, the City is also interested in receiving proposals from vendors on the scalability of their system to provide AVL for municipal fleet management of about 500 vehicles involved in solid waste, snow removal, public safety, and other applications. This option may or may not be awarded as part of the RFP.

If the vendor elects to respond to this part of the request, the vendor should provide detail about possible solutions and modular implementations which includes pricing.

3 TECHNICAL PROPOSAL

3.1 VENDOR INFORMATION/EXPERIENCE

- A.** Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.
- B.** This section should demonstrate the Proposer's experience, skills and qualifications of the Project Manager and other key personnel in providing the solutions requested in the RFP and in meeting client goals, objectives and schedules. Describe direct experience. Detail any plans on services the Proposer will provide that are not specifically required in this RFP.
- C.** The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide a minimum of five (5) contract references both for itself and for any major subcontractor to enable the City of Columbia to assess the quality of the offeror's and major subcontractors' past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP.

3.2 PROGRAM MANAGEMENT/PROJECT APPROACH

- A.** Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule.
- B.** Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.
- C.** Define and identify the proposed key on-site project staff. Provide resumes and references for all key staff. Indicate whether each has worked in operations similar to what is requested in the RFP and in what capacity they served at these other operations.
- D.** Please provide a detailed description the offered training for proposed solution, to include staff training for; 1) Supervisors, 2) IT Director and IT Staff, 3) Office Staff, 4) Driver Operators, and 5) Vehicle Technicians.

3.3 FUNCTIONALITY

- A.** Provide a detailed description of how your proposed solution will meet each of the Technical Requirements.

- B. Provide a detailed information regarding the following; 1) dataflow diagram for proposed solution, 2) network diagram of proposed solution (to include ports that need to be opened), and 3) system requirements of proposed solution (both server and workstation).
- C. Provide a detailed explanation regarding the compatibility of your proposed solution with the City of Columbia's current IT environment.
- D. Offer a detailed description of the availability and compatibility of the proposed with any wireless mobile applications for smartphones and tablets.
- E. Provide an explanation of the proposed solutions functionality in a virtual environment.
- F. Explain whether your application will run on a workstation as non-administrator. Will the proposed application run as a standard user?

3.4 VALUE ADDED FEATURES

- A. Describe any unique, no-cost features of your proposed solution, outside the scope of this request, which will provide benefit to the City of Columbia.

3.5 SUPPORT/WARRANTY

- A. Provide a full and detailed description of any and all warranties that are provided with the proposed solution.
- B. Provide a full and detailed description of all levels of service, maintenance, and support available for the proposed solution. This should include ongoing and extended plans.

3.6 PRICING TO BE QUOTED

- A. The City of Columbia anticipates awarding a fixed price contract.
- B. The City of Columbia will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- C. Detailed and summary cost proposal forms are attached as Attachment B. The costs/prices included in the cost/price proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

4 SUBMISSION OF PROPOSAL

4.1 TRANSMITTAL LETTER

All Respondents must submit a transmittal letter prepared on the vendor's letterhead. An individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. In addition, a letter from any sub-vendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

4.2 FORMAT OF PROPOSAL

Proposals are to be kept within 50 pages with a minimum font size of 11.

4.3 SELECTION AND AWARD

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion.

5 EVALUATION CRITERIA

Evaluation will be based on all elements of response to proposal criteria.

Proposal Evaluation

It is the purpose of this request for proposal to obtain data as complete as possible from each respondent that will enable the City of Columbia to determine which prospective firm is best able to serve all the criteria which are to be considered in the award of this contract.

Evaluation of the respondents qualifying as finalists will be based on the following criteria, listed in order of relative importance:

- Functionality
- Cost
- Vendor Information/Experience
- Program Management/Project Approach
- Support/Warranty
- Value Added

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with Respondents who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the evaluation committee if discussions for clarification are needed. The objective of the evaluation committee will be to recommend the Respondents whose proposal is most responsive to the City of Columbia's needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

City of Columbia I.T. Environment (2012)

The City of Columbia IT Department is responsible for all server, network, phone and end-user device procurement, deployment, and administration as well as system integration and application deployment. Standards such as those listed below, help us assure a stable and secure environment. As such we try to deviate from them as little as possible. To increase chances of project success, we ask to be incorporated in the project as soon as possible, especially when deviations from these standards are necessary.

Software

Network Operating Systems - Microsoft Windows 2008 (2012 in the future), Linux, IBM AIX & OS/400
Desktop Operating System - Windows XP Pro SP3 - Moving to Windows 7
Directory Services - Active Directory
Database - Microsoft SQL 2008 or 2012, MySQL
Webserver - Apache, IIS
Virtual Environment - VMware
VPN - IPsec, I2I, SSL VPN
Desktop Sharing - RDP

Hardware

Server hardware - HP DL380, IBM System i and p
SAN - Mid-range IBM SAN running on 8Gb fiber channel
Network - 1000Base-T to all desktops and servers
Printing - IP based printing/scanning using HP printers and Ricoh copiers
Average Workstation Specs
 HP DC5800 SFF
 2.4Ghz Dual Core
 2GB RAM
 80 GB HDD
 CD/DVD Burner

Data Center

Redundant power is provided to server racks via two UPSs
 Redundant 208V PDUs are provided in each rack and requires the use of C-13 connectors
 46 tons of cooling @ n+1 redundancy - 97 tons total
 Generator backup for UPSs and cooling systems
 21 - 42U server racks. Current fill rate is approximately 50%
 Enterprise data backup solutions

Approximate City Wide Stats

1200 Users
 1600 PCs, laptops, netbooks, iPads and Androids
 60 remote locations connected via fiber
 160 Servers in production

Standards

Software installed on workstations should run as a regular user. Use of Admin rights is acceptable for installation only.

Server products should run in a virtualized environment. Physical server deployment is acceptable in rare instances. Physical servers should be rack mountable.

Internet products have the following restrictions:

- If domain registration is required, the IT Department is responsible for registering the domain and hosting DNS. Contact the IT Department as soon as possible to set this up
- Web based applications should be Section 508 ADA compliant.

ATTACHMENT A

- If web based application contains a content management solution, please provide details.
- If product is “cloud based,” vendor must agree to certain technical and operational standards.
 - Cloud based products utilizing any domain name owned by the City of Columbia generally require complex feats of engineering to pull off. Advanced notice to the IT Department is recommended.

IT is responsible for all data/phone wiring. Certain standards must be followed. If additional data/phone wiring is required, please contact City I.T. for installation.

SERVER SPECIFICATIONS

HP ProLiant DL380 G7 Server **583914-B21**

Quad-Core Intel® Xeon® Processor
X5672 (3.20GHz, 12M L3 Cache, 95
Watts)

633416-L21

HP 24GB PC3L-10600E 6x4GB 2Rank
Memory - Low Voltage

619488-24G

Linux Operating Systems**Storage controller**

HP P410/ZM SAS Array Controller
HP 146GB 6G Hot Plug 2.5 SAS Dual
Port 15,000 rpm Hard Drive

512547-B21

HP 146GB 6G Hot Plug 2.5 SAS Dual
Port 15,000 rpm Hard Drive

512547-B21

HP 146GB 6G Hot Plug 2.5 SAS Dual
Port 15,000 rpm Hard Drive

512547-B21

HP 146GB 6G Hot Plug 2.5 SAS Dual
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HP 146GB 6G Hot Plug 2.5 SAS Dual
Port 15,000 rpm Hard Drive

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HP 146GB 6G Hot Plug 2.5 SAS Dual
Port 15,000 rpm Hard Drive

512547-B21

HP 146GB 6G Hot Plug 2.5 SAS Dual
Port 15,000 rpm Hard Drive

512547-B21

HP P410/512 BBWC Smart Array
Controller

462864-B21

HP Slim 12.7mm SATA DVD-RW
Optical Drive

481043-B21

Network card

(2) Embedded HP NC382i Dual Port
Multifunction Gigabit Server Adapters
2 HP 460W Common Slot Gold Hot Plug

Power Supplies

503296-2PS

2 HP 1.83m 10A C13-UL US Power
Cords

AF556A-XX2

Server management
Integrated Lights Out 3 (iLO 3)
Management

COST PROPOSAL FORM

ITEM #	DESCRIPTION	QTY	UNIT OF MEASURE	TOTAL \$
INITIAL COST (please provide a separate detailed and itemized listing)				
1	Hardware	1	LOT	
2	Software	1	LOT	
3	Implementation	1	LOT	
4	Training	1	LOT	
5	Other:			
6	Other:			
7	Other:			
ON-GOING COSTS (please provide a separate detailed and itemized listing)				
8	Maintenance & Support	1	YEAR	
9	Licensing	1	YEAR	
10	Other:			
11	Other:			
12	Other:			

In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

The Undersigned acknowledges that he/she has received a complete set of RFP Documents and receipt of the following Addenda:

Addendum # Date Addendum # Date Addendum # Date

_____ _____ _____ _____ _____ _____

_____ _____ _____ _____ _____ _____

The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made part of this order.

Payment Terms: _____ Delivery Time: _____

_____ By: _____
 Name of Business - Stamp may be used Authorized Representative must sign by hand

Date: _____

Authorized Representative - Type or Print

Address: _____ City: _____ State: _____ Zip Code _____

Email: _____ Phone () _____ Fax () _____

Company Type: (check one) _____ Corporation _____ Partnership _____ Sole Proprietor

Federal Tax ID Number: _____ or Social Security Number: _____

Columbia Transit Fleet Inventory		
Type	Number/VIN	Year
Chevrolet	1607	2005
Pick-Up	1GCEC14X85Z216272	Rcvd: 1/10/05
Chevy Van	1967	2006
with no lift	1GAHG39U261221360	Rcvd: 4/18/06
Toyota	1214	2005
Prius	JTDKB224050124419	Rcvd: 10/14/04
Diamond	1438	2001
Cutaway	1FDXE45F21HB76731	Rcvd: 2/04/02
Diamond	1870	2006
Cutaway	1FDXE45P16DA25211	Rcvd: 05/06
Diamond	1937	2004
Cutaway	1FDXE45P64HB50663	Rcvd: 11/29/04
Diamond	1938	2004
Cutaway	1FDXE45PX4HB50679	Rcvd: 11/29/04
Ford	1973	2008
E450	1FD4E45P48DB56901	Rcvd:11/17/08
Ford	1974	2008
E450	1FD4E45P68DB56902	Rcvd:11/17/08
Ford	1971	1999
Collins	1FDXE40S6XHA45573	Rcvd: 8/23/08
Ford	1296	2011
V10	1FDFE4FS5BDA34681	Rcvd: 02/23/11
Ford	1297	2011
V10	1FDFE4FS7BDA34682	Rcvd: 02/23/11
Ford	1298	2012
V10	1FDFE4FS8CDA26835	Rcvd: 03/16/12
Ford	1299	2012
V10	1FDFE4FSXCDA26836	Rcvd: 03/16/12
Ford	1972 Campus	2002
Champion	1FDXE45S02HB52717	Rcvd: 8/23/08
NewFlyer	374 Campus	1995
40 foot	2FYD2LL17SU015917	Rcvd: 9/95
NewFlyer	375 Campus	1995
40 foot	2FYD2LL19SU015918	Rcvd: 9/95
NewFlyer	1851	2000
40 foot	5FYD2LP08YU01170	Rcvd: 10/04/00
NewFlyer	1852 Campus	2000
40 foot	5FYD2LP0XYU01171	Rcvd: 10/03/00
NewFlyer	1885 Campus	2001
40 foot	5FYD2LP091U022253	Rcvd: 4/06/01
NewFlyer	1886	2001
40 foot	5FYD2LP001U022254	Rcvd: 4/05/01
NewFlyer	1887 Campus	2001
40 foot	5FYD2LP021U022255	Rcvd: 4/04/01
NewFlyer	1888 Campus	2001
40 foot	5FYD2LP041U022256	Rcvd: 4/03/01
NewFlyer	1889	2001
40 foot	5FYD2LP061U022257	Rcvd: 4/09/01
NewFlyer	1890	2001
40 foot	5FYD2LP081U022258	Rcvd: 4/09/01
NewFlyer	1891	2001
40 foot	5FYD2LP0X1U022259	Rcvd: 4/09/01
NewFlyer	1892	2001

30 foot	5FYD2TP131U022368	Rcvd: 4/11/01
NewFlyer	1893	2001
30 foot	5FYD2TP151U022369	Rcvd: 4/11/01
NewFlyer	1894 Campus	2001
30 foot	5FYD2TP111U022370	Rcvd: 4/11/01
NewFlyer	1895	2001
30 foot	5FYD2TP131U022371	Rcvd: 4/12/01
NewFlyer	1896 Campus	2001
30 foot	5FYD2TP151U022372	Rcvd: 4/12/01
NewFlyer	1897	2001
30 foot	5FYD2TP171U022373	Rcvd: 4/12/01
Gillig	1969	2007
40 foot	15GGD27137107819	Rcvd: 8/7/07
Gillig	1970	2007
40 foot	15GGD271571078199	Rcvd:8/7/07
Gillig	1661	2010
40 foot	15GGD2710A1177780	Recd: 04/08/10
Gillig	1662	2010
40 foot	15GGD2712A1177781	4/8/2010
Gillig	1663	2010
40 foot	15GGD2714A1177782	4/8/2010
Gillig	1664	2010
40 foot	15GGD2716A1177783	4/8/2010
Gillig	1665	2010
40 foot	15GGD2718A1177784	4/8/2010
Gillig	1808	2011
40 foot	15GGD271XB1177917	9/9/2011
Gillig	1809	2011
40 foot	15GGD2711B1177918	9/9/2011
Gillig	1810	2011
35 foot	15GGB2716B1177919	9/9/2011
Gillig	1301	2012
35 foot	15GGB2711C1180518	TBD
Gillig	1302	2012
35 foot	15GGB2713C1180519	TBD
Gillig	1303	2012
35 foot	15GGB271XC1180520	TBD
Gillig	1304	2012
40 foot	15GGD2717C1180517	TBD
Gillig	1305	2012
40 foot	15GGD2715C1180516	TBD
Gillig	1306	2012
35 foot	15GGB2711C1180521	TBD

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Contractor, _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

**THE CONTRACTOR, _____ CERTIFIES OR AFFIRMS
THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE
PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.**

Signature and Title of Authorized Official

Date

CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

I, _____ (Name and Title of Grantee Official or Potential Contractor for a Major Third Party Contract), hereby certify on behalf of _____ (Name of Grantee or Potential Contractor) 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 any 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 influencing or attempting to influence 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.
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 is 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 Section 1352, Title 31, U.S. Code. 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.

Executed this ____ day of _____ 20__

By _____

Signature of Authorized Official

Title of Authorized Official

BUY AMERICA CERTIFICATION FORM

**For Steel or Manufactured Products
Other Than Rolling Stock**

Certificate of Compliance with Buy America Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____