

CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
REPLACEMENT OF BUS VIDEO SYSTEM

Proposals to be received by 11:00 a.m., Eastern Time
November 30, 2016

Submit Proposals to:
City of Knoxville
Office of the Purchasing Agent
City/County Building
Room 667 – 674
400 Main Street
Knoxville, Tennessee 37902

Request for Proposals Replacement of Bus Video System

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**City of Knoxville
Request for Proposals
Replacement of Bus Video System**

I. Statement of Intent.

The City is seeking proposals from responsible firms to provide all equipment, supplies and services required to replace the existing bus video system for thirty-one (31) of Knoxville Area Transit’s (KAT) heavy-duty buses with the option to replace the remaining transit vehicle video systems as funding becomes available over a three-year period. The awarded vendor will be required to provide all required bus camera system equipment, de-installation of existing bus camera equipment (all removed bus camera equipment is to be provided to KAT’s maintenance department), installation and configuring/programming of new bus camera equipment.

KAT’s plan with this project is to begin without the facility wireless downloads, but intends to reach that point at the end of the three-year project. KAT will manually remove the hard disk and export any video they wish to save from the hard disk to a USB flash drive. It is not KAT’s intent to maintain all video recorded on the buses when we reach the point of instituting the wireless download. KAT will only be downloading requested events that are marked for download by operators, supervisors, and/or administrators.

All proposals shall include any additional software and/or hardware required to accomplish the wireless download including the wireless access points and data storage.

II. RFP Timeline.

Availability of RFP	October 24, 2016
On-site pre-proposal meeting.....	November 14, 2016
Deadline for questions to be submitted in writing to the Purchasing Agent	November 21, 2016
Proposals due date	November 30, 2016

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

III. General Conditions.

The following data is intended to form the basis for submission of proposals to provide the replacement of a bus video system for the City of Knoxville.

3.1 This material contains general conditions for the procurement process, the scope of work requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

3.2 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

3.3 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the evaluation committee and other appropriate City staff. All information provided shall be considered by the evaluation committee in making a recommendation to enter into an agreement with the selected consultant.

3.4 A Pre-Proposal Meeting will be held on November 14, 2016 at 10:00 a.m. at the Knoxville Area Transit Transit Center, in the Knoxville Station Community Room. The address for the KAT Transit Center is 301 E Church Avenue, Knoxville TN 37915.

3.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of Purchasing Agent by the close of the business day on November 21, 2016.** Questions can be submitted by letter, fax (865-215-2277), or email to bhevans@knoxvilletn.gov . The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/purchasing. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents.

3.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

3.7 Included in the contract documents is an affidavit that the undersigned has not entered into any collusion with any person with respect to this proposal. The proposer is required to submit this affidavit with their proposal submission.

3.8 Regarding the Equal Business Opportunity Program contracting, the appropriate Form I or Form II **must** be submitted with the proposal. Successful proposers who include Form I with their proposals, stating their intent to use MOB or WOB subcontractors for any part of the contract, will be required to submit Form III, Statement of Payments to MOB/WOB Subcontractor(s) & Supplier(s). Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment may not be released by the City until Form III is submitted.

3.9 Subsequent to the evaluation committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

3.10 All expenses for making a submission of proposal shall be borne by the submitting entity.

3.11 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

3.12 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**

3.13 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

3.14 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

IV. Scope of Work.

The purpose of this request for proposals (RFP) is for Knoxville Area Transit (KAT) to procure a qualified, responsive and responsible firm to manufacture, deliver and install a high quality, reliable and effective high-definition mobile video system for thirty-one (31) heavy-duty buses with the option to outfit remaining fleet vehicles over a three-year period. Option purchases for outfitting remaining fleet vehicles will not exceed two separate deployments/purchases. This system shall be a turn-key system that will monitor and record events occurring in and around KAT transit vehicles at all times that the vehicle is powered on.

KAT's fixed route and demand response fleets consist of sixty-one (61) heavy-duty buses, twelve (12) low-floor cutaway vans, and twenty-two (22) para-transit vans. Option purchases shall also allow for purchase of the same equipment for any new vehicles purchased or obtained for transit system growth. All proposers must include detailed unit pricing for all components needed for the proposed system.

Proposers will be responsible for providing project coordination and management activities necessary in order to facilitate project development, manufacturing, delivery, and installation with the approved project schedule. The successful proposer will also be responsible for training designated management, operator, and maintenance personnel on any equipment or software in this procurement. The successful proposer will be responsible for providing project coordination and management activities necessary to ensure all KAT employees have the tools necessary to perform their duties on the mobile video system.

Proposers must demonstrate past and future software compatibility with multiple generations of hardware. Proposers must be capable of meeting all proposal requirements. All proposers must provide a list with contact information for all transit industry clients with 50 or more systems installed for the past five years.

The breakdown of this procurement is as follows:

1. Base purchase (Phase I):
 - Removal of existing SafetyVision video systems in thirty-one (31) heavy-duty buses.
 - Supply and installation, programming and configuring of new video systems as outlined in the technical specifications below in thirty-one heavy-duty buses.
 - Facility based system used to view video as outlined in the Phase I technical specifications.
2. Second optional purchase (Phase II):
 - Removal of existing SafetyVision video systems in thirty (30) heavy-duty buses and two (2) low-floor cutaway vans.
 - Supply and installation, programming and configuration of new video systems as outlined in the technical specifications below in thirty (30) heavy-duty buses and two (2) low-floor cutaway vans.
3. Final optional purchase (Phase III):

- Removal of existing SafetyVision video systems in ten (10) low-floor cutaway vans and twenty-two (22) para-transit vans.
- Supply and installation, programming and configuration of new video systems as outlined in the technical specifications below in ten (10) low-floor cutaway vans and twenty-two (22) para-transit vans.
- Supply and installation, programming and configuration, on a “per vehicle” basis, of new video systems mentioned above for additional vehicles procured for growth of the transit system.
- Supply and installation, programming and configuration (under direction of City Information Systems as required) equipment and software required for the facility wireless access point(s) automated event video up-loads, on-demand on-board viewing and video downloads, and facility video storage and management.

4.1 **Current Environment:** KAT’s fixed route and demand response fleets consist of sixty-one (61) heavy-duty buses, twelve (12) low-floor cutaway vans, and twenty-two (22) para-transit vans.

The older buses are running the SafetyVision Road Recorder 6000PRO which is an analog system. It is our understanding the replacement form of this system will require all new wiring and replacement of the cameras. The main wiring harness that will power the recorder itself will also have to be changed.

The newer buses are running the SafetyVision 7000, so the existing cameras and cabling to the cameras can possibly stay in the bus which will allow the proposer to simply replace the recorder and the main power harness to the recorder.

There are seven (7) cameras located on the heavy-duty buses, five (5) cameras on the cutaway vans, and six (6) cameras on the para-transit vans. The cameras record continuously. KAT personnel manually remove the video from the recorder as needed for viewing.

The heavy-duty buses have a Clever Devices DR600 AVL system installed in each. This system includes a Digi WR44R modem with multiple antennae to provide cellular internet access as Wi-Fi to the riders, the ability to download GPS location and other data to KAT servers, and wirelessly download settings to each DR600. Proposers are encouraged to propose a solution that could utilize the existing GPS and modem in the existing DR600 solution. The cellular communications provider is Verizon.

Please note the City I.T. infrastructure does not support streaming video on the City network. Thus, the proposed solution must include viewing or downloading on-board video on a non-networked workstation using an Internet Service Provider (ISP) such as Comcast or other qualified providers.

4.2 **Technical Specifications:** Please respond to each requirement below with a confirmation response and a description of how the proposed system meets the requirement. If the requirement is not met, then please supply a N/A response.

A. On-Board Video System

The technical specifications below are part of the Phase I procurement.

1. The system will be provided with compatible and interchangeable formats that support simultaneous recording of up to eight (8) high definition cameras (See Section B below) and an equal number of microphones. Please specify the video formats supported.
2. The system must support two (2) additional audio channels capable of synchronizing to user-selectable cameras.
3. The system must support up to eight (8) IP based, high definition camera inputs with an optional video encoder to support analog cameras.
4. The system must provide power over the Ethernet to high definition cameras directly with no additional hardware needed.
5. The system must be capable of recording all camera output at the highest resolution and quality at a minimum of thirty (30) images per second per camera.
6. The system must be ruggedized and secure with lockable recording media without the need for an additional enclosure.
7. The system must include a driver event switch that features a system status indicator to provide visual confirmation that the switch is working properly.
8. The system must be capable of simultaneous recording and playback.
9. The system must save the serial number of the hard disk drive to the system log in order to record and track the replacement of the recording media.
10. The system must record onto a removable hard disk drive of a minimum of 4.0 TBs.
11. The system must record onto a removable hard disk drive equipped with a key lock to prevent tampering and will be interchangeable for use in any same model Recorder, regardless of the number of cameras supported.
12. The system may provide fully redundant removable RAID data packs as an option for redundant recording that would duplicate storage completely for all cameras.
13. The system must allow all storage (hard disks or data packs) to be easily removable.
14. The system must be made entirely of new materials and must be engineered and constructed with rugged materials to protect the system from environmental elements including shock, dust and humidity.
15. The system must be Mil-Spec Rated: STD-810F and SAE Rated: J1455 for vibration and shock and include a shock absorbing mounting kit.
16. The system must be capable of configuring video quality, resolution and recording speed individually for each camera.
17. The system must allow user adjustable resolution setting of HD (1280x720), W-D1 (864x480), QHD (640x360) or W-CIF (432x240).
18. The system must not require defragmentation, maintenance or any other housekeeping operations that may interrupt recording when the vehicle ignition is powered on.
19. The system must provide all recorded data immediately on the removable storage media; the system shall not require a waiting period or completion of any processes prior to obtaining access.
20. The system must feature an eSATA port for virtually unlimited onboard storage options.

21. The system must be equipped with a built-in internal heater.
22. The system must have a hard disk player/reader and software to allow for transferring of files directly from the recorder's removable disk to a computer where the images may be printed, emailed or saved on to another storage media. Please include the computer hardware specifications required to interface to the player/reader.
23. The system must be FCC approved and powered by a 12 or 24 VDC vehicle power supply connected by 12 gauge wire and protected from spikes, surges and reverse polarity operating between 8 and 36 VDC.
24. The system will have a configurable setting to continue operation for a pre-determined, programmable length of time after the vehicle is powered off for up to 24 hours.
25. The system will support pre-event recording that allows the system to record up to five (5) minutes of video prior to system activation.
26. The system will feature a built-in GPS used to capture the location, time of event, and speed of the bus.
27. The system must have at least one USB port to allow for exporting video clips using CDRW, HDD or USB flash memory directly from the on-board system.
28. The system must be capable of on-board viewing, downloading, and control via a laptop using the included software. Please detail how the laptop communicates to the system.
29. The bus has a limited space to install the system. Please confirm the system dimensions (minus cameras) do not exceed 12"x 4" x 14".
30. The system must be compatible with the facility-based system and allow for software interoperability between vehicle and facility systems.
31. Onboard system components must be modular in design, removable/replaceable as an entire component to minimize vehicle down times and simplify maintenance.
32. Please specify the number of hours of video that can be stored on the single 4.0 TB drive recording all cameras simultaneously with a resolution at a minimum of 1280 X 720 and a frame rate of at least 30 ips.
33. The system will include an uninterruptible power supply (UPS) that will continue to power the system in the event of a power loss, allowing the recorder to perform a safe shutdown. The UPS unit must feature error detection and reporting of voltage input data.

The technical specifications below are part of the Phase III procurement.

1. The system must be capable of streaming live video to first responders through cellular or wireless LAN options.
2. The system must be capable of allowing multiple users to remotely access and view the on-board video without interruption of recording.
3. The system will feature a built-in accelerometer capable of tagging video OR sending alarm or event notifications via email to designated KAT supervisor when the vehicle exceeds a pre-determined G-force setting.
4. The system must be able to support automatic downloads to the facility computer of "event" video and associated metadata and audio via wireless access points located in such areas as the garage parking lot, transit station, or bus super stops.

5. The system must support automatic download of any requested video and audio to the facility computer as well as automatic download of health check data upon return to the KAT maintenance facility.
6. The facility computer shall have the capability of viewing bus video system live video feeds.

B. Cameras and Microphones.

1. All cameras will utilize 48 volt power over the Ethernet supplied from the recorder.
2. Interior cameras must be of high definition quality, low light, IR illuminating with a lux rating of 0.01.
3. Interior cameras must be color. A built-in high sensitivity microphone is required.
4. Camera resolution setting options shall be HD (1280 x 720), W-D1 (864 x 480), QHD (640 x 360) or W-CIF (432 x 240).
5. Exterior cameras must be impact and tamper-resistant and rated a minimum IP66 for proven durability in exterior mobile applications.
6. Exterior cameras must feature a UV coated dome for additional exterior protection.
7. KAT's fixed-route and demand response fleets consists of sixty-one (61) heavy-duty transit buses, twelve (12) low-floor cutaway vans, and twenty-two (22) cutaway vans.
8. The heavy-duty buses (31 in Phase I; 30 in Phase II) are to be equipped with six (6) interior cameras and one (1) exterior camera. The following are the required views and camera locations.
 - Camera 1 (interior): High resolution color camera with varifocal lens and adjustable mount, which is to be mounted underneath destination sign enclosure facing forward to windshield.
 - Camera 2 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted on driver's ceiling facing entrance door.
 - Camera 3 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted over entrance door facing the operator.
 - Camera 4 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted on ceiling just forward front door facing rear.
 - Camera 5 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted on ceiling across from rear exit door facing rear exit door.
 - Camera 6 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted on ceiling at rear of bus facing toward front.
 - Camera 7 (exterior): High resolution color camera for curbside recording to be mounted on roof panel facing rear of bus.
9. The low-floor cutaway vans (2 in Phase II; 10 in Phase III) are to be equipped with five (5) interior cameras. The following are the required views and camera locations.

- Camera 1 (interior): High resolution color camera with varifocal lens and adjustable mount, which is to be mounted underneath destination sign enclosure facing forward to windshield.
- Camera 2 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted on driver's ceiling facing entrance door.
- Camera 3 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted in front of and over entrance door facing the operator.
- Camera 4 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted on ceiling just forward front door facing rear.
- Camera 5 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted on ceiling at rear of bus facing toward front.

The cutaway vans with lift (22 in Phase III) are to be equipped with six (6) interior cameras. The following are the required views and camera locations.

- Camera 1 (interior): High resolution color camera with varifocal lens and adjustable mount, which is to be mounted underneath destination sign enclosure (where there is one) or at the front of the vehicle facing forward to windshield.
- Camera 2 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted on driver's ceiling facing entrance door.
- Camera 3 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted in front of and over entrance door facing the operator.
- Camera 4 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted on ceiling just forward front door facing rear.
- Camera 5 (interior): High resolution day/night color camera with IR illumination and built-in microphone, to be mounted on ceiling across from wheelchair lift facing the lift door.
- Camera 6 (Exterior): High resolution day/night color camera with IR illumination with driver's viewing screen mounted to the vehicle rear facing rearward.

C. Phase I System Software

1. Must be capable of viewing, playback, calendar and event searches on the vehicle hard disk when loaded on the facility computer. Additionally, please detail the facility computer specifications (hardware and operating system software) required.
2. Must include various levels of user access rights that allow and restrict access to various functions with password protection.
3. The system must provide historical mapping software displaying routes of the vehicle locations and a graphical chart of speed vs elapsed time.

4. The system software must be capable of connecting to pre-recorded video by selecting a point on the map or selecting a point on the speed chart (see #3) to view from that speed or location.
5. When retrieving recorded video, the software must provide searches by: event, time lapse, date and time, vehicle location and vehicle speed.
6. Recorded date and time must be displayed on the video.
7. The software must be capable of synchronizing the time of all recorder systems to GPS time. System will automatically change to/from Daylight Savings Time.
8. Options for archiving/retrieving video must include: saving a clip as a Windows Media Player (.avi) file, saving as an image (.bmp) for frame capture, or saving video as a self-executable format (.exe) for playing the clip for police or court viewing without requiring player software. Please specify all other available formats.
9. Video clips saved using the self-executable format (.exe) must be watermarked, encrypted and should be viewed without the use of any special software, providing the ability to easily transfer secure video evidence.
10. Video clips must include the option of viewing a single camera or multiple cameras on a single screen.
11. Executable video clips must display GPS map location, vehicle, and speed upon playback and optionally metadata from the DR600 onboard AVL system such as driver number, route number, etc.
12. The software must feature the option to archive video clips on a flash drive and require a password for reviewing.

Phase III System Software

1. The system must provide **live** viewing and mapping of vehicle location and vehicle speed vs elapsed time.
2. The system must allow wireless download of video from each vehicle based solely on the date and a general map location.
3. The system will feature software for automated event video download to the facility computer.
4. The system software will include advanced backend capabilities for automatic download of video and the ability to classify event video data. Please specify the types of classifications available.
5. The software must provide automated software upgrades of on-board recorder firmware.
6. Image adjustments such as image resolution, capture rate, and zoom control shall be available. Please specify other adjustments.
7. Alerts such as camera outage, hard drive overheating, or other maintenance alerts will be emailed to KAT maintenance. Please specify all available alerts.
8. Management software must provide fleet-wide status reports, event logs, on-demand and automated video clip retrieval from the facility computer for easy fleet-wide management.

9. Software must include a web based solution for remote access for KAT personnel not located at the facility computer.
10. Users must be capable of programming the software to automatically download video clips based on specific event types and/or on demand.
11. All data logs and video clips shall be available for viewing anytime once the video clip has been downloaded. Data logs should include information such as vehicle startup, shutdown, turn signal usage, braking, etc. Please detail.
12. Multiple users shall be capable of requesting download of video clips by specific date/time or location.
13. Users must be able to view vehicle connection status of on-board access point.
14. Software must allow for email notifications of system events or alerts from the on board equipment.
15. Software must supply health information of the video system with error logs, reports and automatic notification for: video blind events, video loss events, disk errors, disk temperature events, fan errors, recorder errors, disk almost full and disk self-monitoring events.
16. Software will provide connection status to easily determine if vehicle has not recently connected to the facility computer.
17. Software must provide chain of custody reports with a complete history of system and user actions associated with each video clip.
18. With user permission, video clips can be saved to temporary or long-term storage, or scheduled for deletion.
19. User must be capable of inserting and saving notes or comments regarding specific video clips.
20. Users must be able to request clips by location for video clips downloads of all vehicles in proximity of a user defined section on a map.

E. Warranty, Service & Support.

1. All hardware must include a warranty of two (2) years parts and labor.
2. Unlimited telephone and email technical support will be provided at no additional charge for the life of the system.
3. Additional extended warranty and support options will be available.
4. Software updates must be provided.

F. Detailed Pricing Breakdown.

Pricing for the following components is to be provided and attached to the proposal. In addition to any items listed below, proposers are to identify and provide pricing information for any additional equipment required to comply with the specifications of the RFP.

Base pricing is to include all required onboard equipment for KAT vehicles and facility equipment.

Equipment Per Vehicle (Phase I):

1. Mobile HD Recorder with an up to eight camera recording capability with 4.0 TB removable hard disk drive
2. Spare 4.0 TB hard disk drive
3. Driver event switch
4. Interior cameras (as detailed in body of RFP)
5. One exterior camera per fixed-route vehicle for curbside street recording
6. All cables required for installation
7. GPS modem with antennae
8. Uninterruptible power supply (30 minute minimum duration)
9. Freight charges

Equipment Per Vehicle (Phase III):

1. Wireless on-board access point with exterior antenna if the system cannot use the existing Digi WR44R.

Facility Equipment (Phase I):

1. Hard disk drive adapter for computer at facility

Facility Equipment (Phase III):

1. Wireless access point(s) for the facilities (garage, transit center). Vendor should specify number of access points required.

Software:

1. Phase I software
2. Phase III software

Maintenance:

1. Three-year software maintenance (upgrades, telephone support, bug fixes)
2. Two-year warranty on equipment

Services:

1. Complete de-installation of existing equipment per vehicle
2. Complete installation per vehicle
3. Training (specify number and type of classes)

Cost Options

1. Extended warranty: three (3) years on all equipment, four (4) years on all equipment and five (5) years on all equipment
2. On-site support visits
3. Fully redundant removable RAID data packs

G. Recommended Repair Parts List. All proposers shall include a recommended repair parts list with pricing.

V. Contract Requirements. Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

5.1 Contract documents. The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

5.2 Administration. The contract will be administered by the City of Knoxville's Knoxville Area Transit (KAT).

5.3 Invoices. Invoices for services will be submitted to the City in accordance with the contract terms.

5.4 Independent contractor. The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

5.5 Assignment. The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

5.6 Indemnification and Hold Harmless. The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of contractor in performance of this agreement or from contractor's failure to perform this agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as contractor

may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this agreement shall survive termination of the Agreement.

5.7 Termination. The City may terminate this agreement at any time, with or without cause, by written notice of termination to the contractor.

If the City terminates this agreement, and such termination is not a result of a default by the contractor, the contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the contractor: the amount due to the contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the contractor, terminate the whole or any part of this agreement if the contractor fails to perform any provisions of this agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the purchasing agent may deem appropriate, supplies or services similar to those terminated.

5.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this agreement or be no less than \$3,000,000.

Such insurance shall:

- Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work

or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

- For any claims related to this project, contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of contractor's insurance and shall not contribute with it.
- At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by contractor's workers' compensation insurance coverage.

D. **Other Insurance Requirements.** Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's risk manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.

- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City law director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manner as specified for contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the risk manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

5.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the contractor hereby takes

notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) the employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

5.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

5.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

- 5.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.
- 5.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.
- 5.14 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.
- 5.15 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
- 5.16 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the contractor from the agreement shall lie in Knox County, Tennessee.
- 5.17 Subcontracts to the agreement. Contractor shall not enter into a subcontract for any of the services performed under this agreement without obtaining the prior written approval of the City.
- 5.18 Amendments. This agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the agreement.
- 5.19 Captions. The captions appearing in the agreement are for convenience only and are not a part of the agreement; they do not in any way limit or amplify the provisions of the agreement.
- 5.20 Severability. If any provision of the agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the agreement. Failure to enforce any provision of the agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this agreement at any time.
- 5.21 No Benefit for Third Parties. The services to be performed by the contractor pursuant to the agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the agreement. No such person or entity shall be entitled to rely on the contractor's performance of its services hereunder, and no right to assert a claim against the City or the contractor, its officers, employees, agents, or contractors shall accrue to the contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any

other third party as a result of this agreement or the performance or non-performance of the contractor's services hereunder.

5.22 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

5.23 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

5.24 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

5.25 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

VI. Instructions to Submitting Entities. All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

6.1 General. Submission forms and RFP documentation may be obtained on or after October 24, 2016, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

6.2 Submission Information. Proposals shall include five (5) hard copies (one original and four duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on **November 30, 2016**. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Replacement of Bus Video System.” Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

6.3 Format. The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. **DO NOT BIND** the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 6.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. Form S-1
 - B. Non-Collusion Affidavit
 - C. No Contact/No Advocacy Affidavit
 - D. Iran Divestment Act Certification of Noninclusion
 - E. Form I or II from Equal Business Opportunity Program
 - F. Buy America Certification
 - G. Lobbying Certification
 - H. Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters
 - I. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction (If applicable)
4. Body of Proposal

NOTE: All above mentioned required forms are provided in these solicitation documents.

6.4 Evaluation of Proposals. All qualified submissions received by the deadline will be analyzed by the evaluation committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The evaluation committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the evaluation committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the evaluation committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the committee may request additional material, information, or references from the submitting entity or others. Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most

responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the “most responsive firm,” the City may elect to negotiate with the next best and most responsive firm or team.

VII. Evaluation Criteria. An evaluation team, composed of representatives of City departments, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria, and their associated weights, upon which the evaluation of the proposals will be based includes, but is not limited to, the following. An explanation of the criteria follows.

Evaluation Criteria and Associated Weights

CRITERIA DESCRIPTION	Maximum Point Value
Cost Component (Up to 40 Points Possible)	
Pricing Submitted within the Proposal Cost Form	30
Cost of Individual Components Replacement (e.g., Repair Parts)	10
Meets or Exceeds RFP Requirements	30
Value Component (Up to 30 Points Possible)	
Reputation for Product Support	10
Reputation for Product Reliability	10
Ease of Use Interface	10
TOTAL POSSIBLE POINTS	100

A. Cost Component (up to 40 points possible).

Proposers must submit proposed pricing for all products and services listed on the proposal cost form found in Section VIII (including cost of replacement parts). The lowest pricing will receive the most points.

B. Meets or Exceeds RFP Requirements (Up to 30 points possible)

C. Value Component (up to 30 points possible).

a. Reputation for Product Support. Up to 10 points will be awarded based upon qualitative evaluation of the following.

- Quality of training provided to previous transit customers.
- Availability and responsiveness for supply of repair parts.
- Commitment to long-term support of the product with repair parts and technical support.
- Processes in place and practices followed to continue supporting customers when discontinuing product lines.
- Availability and responsiveness of technical support. Please specify support hours and days.

b. Reputation for Product Reliability. Up to 10 points will be awarded based upon qualitative evaluation of the following.

- Degree of system component failures experienced by past transit system clients.
- Degree of difficulty in maintaining system components by past transit system clients' maintenance personnel.

c. Ease of Use Interface. Up to 10 points will be awarded based upon qualitative evaluation of the following.

- Ease of use by system users.
- Ease of system interface, troubleshooting and repair by maintenance personnel.

VIII. Federal Requirements for Contracts Funded by the Federal Transit Administration.

Note that the awarded contract will be either partially or fully funded by the Federal Transit Administration. The awarded contractor must agree to the following federally required contract clauses and certifications.

No Government Obligation to Third Parties –

1. The City of Knoxville 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 City of Knoxville, 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 of 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) - The following access to records requirements apply to this Contract:

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

2. Where 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.

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

4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the 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).

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

Federal Changes (49 CFR Part 18) – The 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 the City of Knoxville and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach 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.) - The following requirements apply to the underlying contract:

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

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

a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

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

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

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

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

Disadvantaged Business Enterprise (DBE) (49 CFR Part 26) -

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The agency's overall goal for DBE participation is 2%. A separate contract 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 the City of Knoxville deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay all of its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Knoxville. In addition, the contractor may not hold retainage from its subcontractors.

d. The contractor must promptly notify the City of Knoxville, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Knoxville.

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 City of Knoxville requests, which would cause the City of Knoxville to be in violation of the FTA terms and conditions.

Government-Wide Debarment and Suspension (Non-Procurement) (49 CFR Part 29; Executive Order 12549 & 12689; 31 U.S.C. 6101) - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

Buy America (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.

A bidder or offeror must submit to the City of Knoxville 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 will be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

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 the City of Knoxville Purchasing Agent. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing Agent. 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 Purchasing Agent shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City of Knoxville, 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 of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) 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 City of Knoxville, 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) - Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts

on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air Act Requirements (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 City of Knoxville and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the 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 the 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 City of Knoxville and understands and agrees that the City of Knoxville will, in turn, report each violation as required to assure notification to the 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 the FTA.

Cargo Preference Requirements (46 U.S.C. 1241; 46 CFR Part 381) (as applicable) – For equipment, materials, or commodities which may be transported by ocean 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) (as applicable) - 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.

Energy Conservation Requirements (42 U.S.C. 6321 et seq.; 49 CFR Part 18) – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Federal Transit Administration Procurements Protest Procedures - Protests may be made by prospective Proposers whose direct economic interest would be affected by the award of a Contract or by failure to award a Contract. The City of Knoxville Purchasing Department will consider all protests requested in a timely manner regarding the award of a Contract, whether submitted before or after an award. All protests are to be submitted in writing to the Purchasing Agent, City of Knoxville, City County Building, 400 Main Street, Knoxville, TN 37902. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. The protest submission must include at least the following information:

1. Name, address, and telephone number of the protestor.
2. Identification of the solicitation or Contract number.
3. A detailed statement of the legal and factual grounds for the protest, including copies of relevant documents.
4. A statement as to what relief is requested.

Protests must be submitted to the City of Knoxville in accordance with these procedures and in a timely manner. Protests must be complete and contain all issues that the protestor believes relevant. Notice of the protest and the basis therefore will be given to all prospective Bidders or Proposers. The decision of the Purchasing Agent for the City of Knoxville will be final and conclusive. Notice of the decision will be given to all prospective Bidders or Proposers.

Americans with Disabilities Act (42 USC 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794; 49 USC 5301(d))—The contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, as amended, 42 USC §12101, *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794; 49 USC §5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

SUBMISSION FORMS

CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
Replacement of Bus Video System

Submission Form S-1

**Proposals to be Received by 11:00:00 a.m., Eastern Time; November 30, 2016; in Room 667-674,
City/County Building; Knoxville, Tennessee.**

IMPORTANT: Proposals shall include five (5) hard copies (one original and four duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

DUNS Number: _____

Contact Person: _____

Email Address: _____

Signature: _____

Name and Title of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT

State of _____ County of _____,
being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____ County of _____,
being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____, the Proposer that has submitted the attached Proposal;

(2) The Proposer _____ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:

- a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Agent (Boyce H. Evans) or Assistant Purchasing Agent (Janice McClelland). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

- b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Department of Redevelopment or any other City staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

NOTARY PUBLIC

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee currently uses the State of South Carolina's list, available here:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn.Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

EQUAL BUSINESS OPPORTUNITY

PROGRAM

SECTION I

EQUAL BUSINESS OPPORTUNITY PROGRAM

"GOOD FAITH EFFORT PLAN"

The City of Knoxville strongly encourages contractors to employ minority owned businesses and women owned businesses as subcontractors whenever feasible. This is viewed favorably by the City of Knoxville. In fact, the City's goal for minority and women owned business participation is 10 percent of the contract amount.

Prime contractors will consider all competitive sub-bids and quotations received from minority owned businesses (MOB) and women owned businesses (WOB). When a subcontract is not awarded to the MOB/WOB submitting the lowest bid, the prime contractor must document the reason(s) the award was not made in writing. If the Contractor terminates an agreement and/or subcontract with a MOB/WOB, then the contractor is required to strongly consider selection of another MOB or WOB as a replacement.

GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
 - a. Advertising
 - b. Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.
 - c. Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation.
 - d. Faxes, direct mailings, and telephone requests.
2. Providing interested MOB's and WOB's with adequate information about plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
3. Negotiating in good faith with interested MOB's and WOB's.

- a. It is the **bidder's/proposer's** responsibility to make opportunities available to MOB's and WOB's subcontractors and suppliers and to select opportunities consistent with the available MOB/WOB business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of MOB's and WOB's considered.
 - (1) A description of the specifications for the work selection for subcontracting
 - (2) Evidence why agreements could not be reached for MOB's and WOB's to perform the work.
- 4. Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups, and other organizations on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

SECTION II

MOB/WOB SUBMITTAL TIME FRAME

The Contractor will submit the following forms with the **bid/proposal**:

1. "Statement of Intent for MOB/WOB Utilization" (Form I Attached)

This form will be submitted by the bidder/proposer if he/she plans to subcontract any portion(s) of the work with a MOB and/or a WOB. This form illustrates the areas the Contractor has identified as potential MOB and/or WOB subcontract opportunities and the **dollar value** associated with these opportunities. The purpose of "Form I" is to measure the Contractor's **"Good Faith Efforts."** It does not commit the prime to subcontracting these areas only to MOB and WOB firms or release the prime from negotiating with MOB/WOB firms for subcontract opportunities.

OR

2. "Statement of Intent of Performing Work Without Subcontracting" (Form II Attached)

This form will be submitted if the **bidder/proposer** does not plan to subcontract any portion(s) of the work and if there are not any sufficient material purchases in which MOB/WOB firms can be utilized. The **bidder/proposer** must certify that this has been a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor certifies that:

- (1) He/she does not typically subcontract on projects of similar scope and dollar value.
- (2) He/she will not enter into any subcontract for duration of the project, and if he/she does decide to subcontract any portion of the work, he/she will: notify the City immediately of the decision to subcontract and adhere to the provision of **"Good Faith Efforts"** in filling that subcontract opportunity.

The Purchasing Division may request the apparent winning proposer to provide additional information to clarify the proposer's responsiveness and intent in this regard.

These documents will be received by the Purchasing Division upon submission of a proposal/bid. Additionally, prime contractors who submit Form I stating their intent to use MOB or WOB subcontractors for any part of the

contract are required to report the amount(s) they have paid to these subcontractors on June 30th and December 31st of each year. Failure to submit this reporting data may result in a delay of payments. At the time of the final request for payment, the prime shall submit a Statement of Final Payments to MOB and WOB Subcontractors and Suppliers (Form III attached). Final payment will not be released by the City until Form III is submitted.

SECTION III

DEFINITIONS

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. Black American, which includes persons having origins in any of the Black racial groups of Africa;
- b. A Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, which includes persons who are American Indians or Alaska Native;
- d. An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.
- e. An Asian Pacific Islander, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marinas.

Minority Owned Business (MOB), Women Owned Business (WOB): A business which is at least (51%) owned and controlled by minority group members or European American female(s). A MOB/WOB is bonafide only if the minority group interests are real and continuing and not created solely to meet the MOB/WOB requirement. In addition, the MOB/WOB must perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must be bonafide. Certification of minority owned businesses and women owned businesses is provided by City Community Relations Office.

Owned and Controlled: A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities or European American females. In addition, these persons must control the management and operation of the business on a day-to-day basis.

Subcontractor: Any named person, firm, partnership, or corporation which supplies any work, labor, services, supplies, equipment, materials, or any combination of the foregoing contract with the contractor on a public contract.

FORM I

STATEMENT OF INTENT OF MOB/WOB UTILIZATION (TO BE SUBMITTED WITH THE PROPOSAL)

We, _____, do certify that on the

Proposer

(Project Name)

(_____)

(Dollar Amount of Proposal)

MOB/WOB's will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$_____.

MOB/WOB Utilization

Description of Work	MOB Amount	WOB Amount	Name of MOB/WOB

The undersigned understands that they are to report the annual amount disbursed to these MOB(s) /WOB(s) on June 30th of each year. Moreover, the undersigned understands that he/she is required to report the total amount disbursed to MOB(s)/WOB(s) for this project at the completion of the project and that payments may be withheld until these reporting requirements are met.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____

(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM II

STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH PROPOSAL)

We, _____, hereby certify that it is our

(Bidder/Proposer)

intent to perform 100 % of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the **Proposer** states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the **proposer** will comply with all requirements of the "**Good Faith Efforts**" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____

(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM III

STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S)

(TO BE SUBMITTED ON JUNE 30 AND DECEMBER 31 OF EACH YEAR FOR THE LIFE OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)

Project: _____ Contract#: _____

Contractor's Name: _____

Cert. #	MOB	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor: _____

Address: _____

By: _____

Contractor's Signature

Title

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public: _____

My Commission Expires: _____

BUY AMERICA CERTIFICATION

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

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

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

Date _____
Signature _____
Company Name _____
Title _____

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

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

Date _____
Signature _____
Company Name _____
Title _____

**LOBBYING CERTIFICATION
(APPENDIX A, 49 CFR PART 20)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (*To be submitted with each bid or offer exceeding \$100,000*):

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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

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

The Primary Participant/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 proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust 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/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. If the primary participant (potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT/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 of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

The potential lower tier participant _____ certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the potential lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official Typed Name

Title

Applicant/Organization

Date Signed