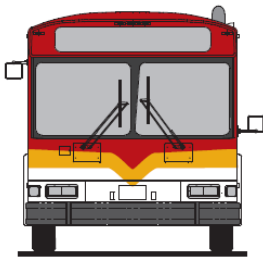




January 28, 2016

REQUEST FOR PROPOSAL NO. 2016-127



Ames Transit Agency Mobile Video Security System

Proposals will be received until 2:00 p.m. local time on March 1, 2016.

Proposals are to be submitted to the City of Ames Purchasing Division
515 Clark Avenue, Ames, Iowa 50010.

For questions concerning the security system, please contact:

Ames Transit Agency: James Rendall, Maintenance Coordinator
Phone: 515-239-5569
E-mail: jrendall@cyride.com

For questions concerning the RFP procedures, please contact:

Purchasing Division: Mike Adair, Procurement Specialist II
Phone: 515-239-5128
E-mail: madair@city.ames.ia.us



SECTION 1

NOTICE, SCHEDULE

TERMS & CONDITIONS

NOTICE & SCHEDULE OF EVENTS
REQUEST FOR PROPOSAL NO. 2016-127
AMES TRANSIT AGENCY MOBILE VIDEO SECURITY SYSTEM

Notice is hereby given that the City of Ames will accept proposals until 2:00 p.m. CDT on March 1, 2016, at the Purchasing offices, in the City Hall, 515 Clark Avenue, Ames, Iowa. Contractor will be selected on the basis of qualifications in accordance with state and federal procurement requirements.

Recommendation for contract award with the highest ranked firm will be contingent upon negotiation of reasonable fees and costs, which shall remain in effect during the contract period.

Questions and requests for clarification of requirements for this project are encouraged. All questions and requests for clarification to the RFP shall be received in writing no later than 5:00 p.m. local time on February 16, 2016. Questions and requests for clarification to be submitted via e-mail to madair@city.ames.ia.us.

The contract schedule represents the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will be shifted accordingly.

Issue RFP:	January 28, 2016
Final Date to Submit Written Questions:	February 16, 2016
Responses to Questions Posted:	February 23, 2016 or Sooner
Sealed Proposals Due:	March 1, 2016 @ 2:00 PM
Contract Award:	March/April 2016
Project Start Date:	April/May 2016

All submittals shall be addressed to: Mike Adair, City of Ames Purchasing Division
515 Clark Avenue, Ames, IA 50010

Respondents are to submit one (1) original along with four (4) copies or an electronic version (.pdf) to be e-mailed or on CD, DVD or Flash Drive. Electronic submittals are preferred.

Receipt of delivery will be provided upon delivery if requested. All responses should be clearly marked "Ames Transit Agency Mobile Video Security System". All responses are to be received by the City of Ames prior to 2:00 PM CDT on March 1, 2016.

Proposals received after 2:00 PM CDT, March 1, 2016 will be returned to the firm and not considered. It will be the sole responsibility of the firm to have their responses delivered to Ames before the closing hour and date.

The City of Ames Purchasing Division is the only authorized source of proposal documents. Proposal documents obtained from any other source may be incomplete. Firms using proposal document not obtained from the City of Ames Purchasing Division are advised to contact the City of Ames Purchasing Division to provide a contact name, mailing address and phone number to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the City of Ames is prohibited.

It is expressly understood that any costs associated with preparing a submittal, attending the interviews, or negotiating the contract shall be at the expense of the respondent.

The City of Ames does hereby reserve the right to reject any or all proposals, to waive informalities, and to make such awards as it shall deem to be in the best interest of the City.

End of Notice & Schedule

**CITY OF AMES, IOWA
TERMS & CONDITIONS**

I. SUBMISSION OF PROPOSALS

Prior to award of contract, the successful bidder may be required to complete the COA's Assurance of Compliance with the COA's Affirmative Action Program and Employee Utilization Report.

II. RESERVATIONS

The COA reserves the right to reject any or all proposals, to waive informalities, and to make such award as it shall deem to be in the best interest of the COA.

The COA reserves the right to negotiate all elements that comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. The COA and the finalist will review in detail, all aspects of the requirements and the proposal. During the review of the most favorable, apparent successful proposal, the Firm may offer and Ames may accept revisions.

The COA reserves the right to cancel any contract if it there is a failure at any time to perform adequately the stipulations of these contract documents.

III. INTERPRETATION

If any Bidder is in doubt as to the intent or meaning of any part of this document, he or she should contact the Procurement Specialist, City of Ames, Iowa in time to receive a written reply before submitting his or her proposal.

IV. ERROR IN PROPOSALS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the bidder's own risk, and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders.

Irregular Proposals: No bid will be considered which contains a clause in which the Bidder reserves the right to accept or reject a contract awarded by the Council.

V. GOVERNING LAW

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

VI. BIDDERS RESPONSIBILITIES

The Firm is charged with the responsibility of satisfying himself or herself as to the services required under this contract and all other matters, which can affect or modify the terms or obligations incorporated herein before submitting his or her proposal.

VII. ORAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this contract shall supersede oral statements of any and every official or other representative of the COA, and oral statements shall not be effective or be construed as entering into, or forming a part of, or altering this contract in any way whatsoever.

VIII. PUBLIC RECORDS

The release of information by the COA to the public is subject to Iowa Code Chapter 22 and other applicable provisions of the law relating to the release of records in the possession of the COA. Bidders are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. All information submitted by a firm may be treated as public information by the COA unless the bidder properly requests that information be treated as confidential and cites to applicable open records exception, in which case the COA will notify the bidder of any pending public records requests to allow the bidder to seek court protection. In the event the bidder marks each page of the proposal as proprietary or confidential without adhering to the requirements of the Section, the COA may reject the proposal as noncompliant.

IX. REGULATORY COMPLIANCE

The selected Firm shall be responsible for maintaining all regulatory compliance associated with the proposed services. The selected Firm shall comply with all applicable Federal, State, and local laws and ordinances. The selected Firm shall protect and indemnify the COA and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the selected Firm and by any subcontractors, agents, or employees.

X. EXECUTION OF CONTRACT

COA will notify the successful Firm. The notification of award will be accompanied by the required number of unsigned counterparts of the contract. The successful Firm shall sign and deliver the required number of counterparts of the contract together with the required evidence of insurance coverage's as called for in the proposal documents.

No proposal shall be considered binding upon the COA until the contract is properly executed by both parties.

COA shall deliver one fully signed copy of the contract to the successful Firm.

XI. NON-COMPENSATED SERVICES:

If the cost opinion exceeds the budgeted construction cost, the COA may choose to revise the project scope and/or quality as required to reduce the overall cost. If COA chooses to proceed in this manner, the Firm shall be responsible for all costs associated with modifying the design.

If the lowest responsive, responsible bid exceeds the budget construction cost, the COA may choose to revise the project scope and/or quality as required to reduce the projected construction costs. If COA chooses to proceed in this manner, the Firm shall be responsible for all costs associated with modifying, printing and issuing the bid documents as necessary to obtain new bids.

Services required to correct errors, omissions, or deficiencies by the Firm or other Professional Consultants that become apparent during construction or after completion of the project.

The accounting records of the Firm and its Professional Consultants shall distinguish those services from all other services provided.

XII. CHANGE ORDERS

The contract may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions of the work only by written change order fully executed by COA and Firm.

If any changes are made, the contract shall be adjusted accordingly, and the amount of increase or decrease, if any, in the contract price shall be determined by the unit prices submitted in the offer; if such prices are not submitted or are not applicable, then by mutual agreement between the Firm and COA. The Firm shall provide documentation and analysis of costs relating to any increase in sufficient detail as may be requested by the COA.

The Firm shall not be entitled to a change in the contract price, terms or conditions, or an extension of the contract times with respect to any work performed that is not required by the contract documents as amended, modified, or supplemented as provided herein.

Continuance of this contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this contract by lack of appropriation shall be without penalty.

XIII. PAYMENT

Payment to the Firm for basic services, additional services and reimbursable expenses will be made monthly upon receipt of invoice.

Invoices referencing the applicable COA purchase order shall be sent to the following address:
City of Ames, Finance Department – Accounts Payable, PO Box 811, Ames, IA 50010

XIV. TERMINATION

In the event the project or contract is terminated for any reason, the Firm shall be paid for services satisfactorily performed and unpaid reimbursable expenses incurred prior to the receipt of written notice of termination.

The contract may be terminated by either party upon fifteen (15) days written notice should the other party fail substantially to perform with its terms through no fault of the party initiating the termination.

The contract may be terminated by the COA upon not less than fifteen (15) days written notice to the Firm for the COA convenience and without cause.

END OF SECTION

**CITY OF AMES, IOWA
SPECIAL CONDITIONS
INSURANCE REQUIREMENTS FOR CONTRACTORS/VENDORS**

Contractor/vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office form number CG 00 01 covering Commercial General Liability.
- B. Insurance Services Office form number CA 00 01 covering Automobile Liability, comprehensive form.
- C. Workers' Compensation insurance as required by the Laws of the State of Iowa and Employers Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. If required by statute, Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits as required by the Laws of the State of Iowa.
- D. Builder's Risk insurance shall be in an amount not less than the total value of the construction.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City of Ames. At the option of the City of Ames, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Ames, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverages
 - 1. The City of Ames, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees or volunteers.
- B. Workers' Compensation and Employers Liability Coverage To the fullest extent provided by the laws of Iowa, the insurer shall agree to waive all rights of subrogation against the City of Ames, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.
- C. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. The Contractor shall also give at least thirty (30) days prior notice to the City, by certified mail, return receipt requested, of any coverage to be suspended, voided, cancelled by either party, or reduced in coverage or in limits.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Ames, their agents and employees from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

Questions concerning these requirements should be directed to: David Eaton, City of Ames Risk Manager
515 Clark Avenue, Ames, Iowa 50010
E-mail: deaton@city.ames.ia.us
Phone: 515-239-5102



SECTION 2

PROJECT REQUIREMENTS

Ames Transit Agency Mobile Video Security System

Scope:

Ames Transit Agency (ATA) is accepting proposals for the purchase and installation of mobile video security systems for 40 foot heavy duty transit buses. ATA is seeking an initial purchase of 25 complete mobile video security systems with the option of purchasing additional mobile video security systems over the next 3 years. Installation will be completed on buses of different manufacturer and model years. A complete listing of the ATA's current fleet can be found in appendix 1.

Ames Transit Agency is looking to purchase a mobile video security system that can meet its current and future fleet requirements. ATA is seeking a 6-camera system, but is requiring all proposed systems to be capable of supporting 8-cameras simultaneously.

All systems need to meet the minimum specification listed within the request for proposal, but Ames Transit encourages responses that include any additional technologies ATA may be interested in as add-ons.

Technical Specifications:

All proposals shall meet or exceed the requirements below.

Hardware Requirements:

- Provide 6 color cameras per vehicle. See diagram in Appendix 2 for approximate camera location
- System must be capable of supporting 8 cameras simultaneously
- Interior cameras are to be infrared
- Forward facing camera shall be color, but not infrared
- Able to record audio from any location within the bus
- Provide 1 TB minimum of video storage drive capacity
- Able to provide an optional solid state storage drive in lieu of standard HDD
- Tamper proof video recording system
- Event marker button with integrated diagnostics signaling installed within reach of operator
- Able to be upgraded to wireless video retrieval
- Able to review video from a PC computer or laptop not in the vehicle
- Must be able to be operated in all weather conditions

Software Requirements:

- Able to review software from independent computers
- All video security systems shall operate independently of the operator/ driver
- System activated through ignition switch signal
- While reviewing video, all installed cameras shall be seen within a single screen view

Installation Requirements:

- Must be able to provide installation services
- Install a fully functional 6 camera system
- Installation work completed at Ames Transit Agency's facility located at:
 - 1700 University Blvd., Ames, Iowa 50010
- Install cameras per Appendix 2 diagram. Alternative camera mounting locations shall be approved by Ames Transit Agency.

Warranty Requirements:

- The complete mobile video system shall be warrantied for a minimum of 3 years.
- Parts, labor and shipping shall be covered during the warranty period.

Training Requirement

- 1 day of training shall be provided onsite at Ames Transit Agency's facility located at:
 - 1700 University Blvd, Ames, Iowa 50010

Additional Specification Detail:

CAMERAS

Six (6) color cameras per vehicle shall be installed. Interior cameras should be infrared. It is the intent of Ames Transit to get the best video coverage of the coach interior as possible with one camera viewing the road ahead of the bus. See Appendix 2 for approximate camera mounting location.

Cameras shall be mounted in tamperproof housings that will allow the camera view to be adjusted in all directions. The camera shall have a mobile rating. Camera design and location shall limit the chance of injury should a passenger or employees of Ames Transit inadvertently strike their head. Camera housings may contain microphones as long as one front and one rear audio source is available to the DVR.

AUDIO RECORDING

Audio recording is required. A compliant system shall be able to record audio from all interior areas of the vehicle. Recording microphones may be independent pieces of hardware or intergraded into the camera. If independent microphones are used at least 2 shall be installed, one by the operator's area and the other near the rear door.

VIDEO RECORDING DEVICE

The video recording device installed on each bus should be able to be mountable in any direction. The device shall be able to record at least 8 cameras simultaneously without breaking video recording. The video storage drive shall be protected from tampering and easily accessed by key.

VIDEO REVIEW SOFTWARE

The video review software screen shall display the vehicle identification number, date of recorded video, display sensor information, and camera number. This option shall be capable of being turned on or off. The software shall have the ability to zoom and capture pictures. The system shall track the vehicles location via GPS and have the ability to overlay the data on a map during review.

OPERATOR INTERFACE

The Digital Recording Device shall require no operator input to initiate startup or shutdown, maintain the system while on the road, program the system, or prepare the system for operation. The system shall notify the driver of system faults or failure. The system shall have an event button for the operator that will tag a portion of video for retrieval at a later time.

TECHNICAL SUPPORT

Telephone troubleshooting service shall be available during normal business hours, Monday through Friday, free of charge.

WARRANTY

The total system shall carry a minimum three (3) year parts and labor warranty, with an optional extended warranty. Repair and/or replacement shall be provided at no charge, during the warranty period, for parts with manufacturing defects.

Vendor Provided Services:**INSTALLATION**

Complete installation shall be provided for vehicles designated by the Ames Transit, at the Ames Transit facility. Installation per vehicle shall include six (6) cameras, one digital recording device with removable storage drive, at least two (2) microphones if applicable, one GPS antenna, one event save button and all associated wiring, cabling and power features. Installation shall also include the set up of two (2) Video Review Stations. Removal of any existing systems shall be included in the installation cost. Ames Transit Agency expects an up and running, fully functional system on each coach at completion of the installation.

TRAINING

Training shall be provided to Ames Transit personnel in maintenance, dispatch, and supervisory staff at the Ames Transit facility. Training includes maintenance procedures, installation, disk retrieval, video playback and data transfer. There will be 2 training groups; a maintenance overview with basic video review overview and a video retrieval and review group.

Evaluation Criteria:

Each responsive bidder will be rated based on the following criteria percentages:

Overall System Evaluation - 50%

Total System Cost - 30%

Installation Costs - 10%

References - 10%

Bidders may be contacted to provide a software demonstration once the proposal acceptance period is closed.

Bidder Response Form:**Bidder Information**

The undersigned bidder, having examined and determined the scope of this Request for Proposal, hereby proposes to provide the required equipment, supplies, labor, and travel to perform the work as described in the proposal documents and to do all work at the prices set forth within.

The undersigned bidder states that this bid is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Ames, the Request for Proposal shall prevail.

The undersigned bidder certifies that this bid is made in good faith and without collusion or connection with any other person or persons bidding on the project.

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____

Title of Authorized Representative: _____

Address of Firm: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Website Address: _____

E-Mail Address: _____

Date Signed: _____

Fill In All Requested Information

System Warranty _____

Repair Facility Location _____

Onsite Training Time _____ Hours

Video Recording Device Dimensions (LxWxH) _____ X _____ X _____

Installation Lead Time From Delivery of Purchase Order _____

Pricing Form:

Each complete unit shall include everything required to operate the system as outlined above.
All hardware and software and licensing required.

Initial Purchase

Complete Individual Unit Cost: \$ _____

Installation Cost per Unit for 25 Units: \$ _____

Total Price for 25 Complete Units \$ _____

Hardware and Software Required
To Review Video on 2 computers: \$ _____

Additional Unit Cost Over 25 Units: \$ _____

Additional Unit Installation Cost: \$ _____

Future Purchases

2017 (January 1st – December 31st)
Cost per Complete Unit: \$ _____

2018 (January 1st – December 31st)
Cost per Complete Unit: \$ _____

2019 (January 1st – December 31st)
Cost per Complete Unit: \$ _____

Spare Parts Pricing

Item Description	Cost / Item
Forward Facing Camera	\$ _____
Standard Infrared Interior Camera	\$ _____
Interior Microphone	\$ _____
Exterior Water Proof Camera	\$ _____
Removable Video Storage Drive (1TB)	\$ _____
Additional Video Review Station	\$ _____
Additional Computer Software License	\$ _____

Additional System Capabilities

Wireless Connectivity Cost per Bus	\$ _____
Wireless Connection To Facility	\$ _____
Additional Annual Software Licensing for wireless software	\$ _____
Dash mounted monitor: Cost with Install*	\$ _____
Exterior Rear Mounted Camera: Cost / Bus with Install*	\$ _____

*See Appendix 3 for information.

References

The Bidder must provide a minimum of three (3) references that have had a contract with the bidder for the supply and installation of the proposed surveillance system. The bidder's system and installation services shall have been provided within the last two (2) years. The bidder must include the company or agency's name and address, the name, title, and phone number of each reference, and the purchase and installation date of the system. **The City of Ames will not be accepted as a reference.**

- 1.) Company Name: _____
 Company Address: _____
 Company Contact: _____
 Title of Contact: _____
 Phone Number: _____
 Purchase & Installation Date: _____

- 2.) Company Name: _____
 Company Address: _____
 Company Contact: _____
 Title of Contact: _____
 Phone Number: _____
 Purchase & Installation Date: _____

- 3.) Company Name: _____
 Company Address: _____
 Company Contact: _____
 Title of Contact: _____
 Phone Number: _____
 Purchase & Installation Date: _____

Appendix 1

Ames Transit Agency Bus Listing

Buses shaded blue are the first 25 camera systems to install.

<u>Unit #</u>	<u>Camera System Type</u>	<u>Number of Cameras</u>	<u>Year</u>	<u>Bus Manufacture</u>	<u>Bus Model</u>	<u>Bus Length</u>
105	MV5	8	2012	Gillig	Lowfloor	40ft
106	MV5	8	2012	Gillig	Lowfloor	40ft
107	MV5	8	2012	Gillig	Lowfloor	40ft
108	MV5	8	2012	Gillig	Lowfloor	40ft
109	MV5	8	2012	Gillig	Lowfloor	40ft
110	MV5	8	2012	Gillig	Lowfloor	40ft
126	MV5	8	2010	Gillig	Lowfloor	40ft
127	MV5	8	2010	Gillig	Lowfloor	40ft
128	MV5	8	2010	Gillig	Lowfloor	40ft
144	Safety Vision	6	1999	Gillig	Lowfloor	40ft
145	Safety Vision	6	1999	Gillig	Lowfloor	40ft
146	Safety Vision	6	1999	Gillig	Lowfloor	40ft
147	Safety Vision	6	1999	Gillig	Lowfloor	40ft
180	MV5	8	2012	Gillig	Lowfloor	40ft
181	MV5	8	2012	Gillig	Lowfloor	40ft
182	MV5	8	2012	Gillig	Lowfloor	40ft
183	MV5	8	2012	Gillig	Lowfloor	40ft
184	MV5	8	2012	Gillig	Lowfloor	40ft
186	MV4	6	2008	Gillig	Lowfloor	40ft
187	MV4	6	2008	Gillig	Lowfloor	40ft
188	MV4	6	2008	Gillig	Lowfloor	40ft
189	MV4	6	2008	Gillig	Lowfloor	40ft
1111	Seon - DX12	8	2015	Gillig	Lowfloor	40ft
1112	Seon - DX12	8	2015	Gillig	Lowfloor	40ft
1113	Seon - DX12	8	2015	Gillig	Lowfloor	40ft
1114	Seon - DX12	8	2015	Gillig	Lowfloor	40ft
1115	Seon - DX12	8	2015	Gillig	Lowfloor	40ft
1116	Seon - DX12	8	2015	Gillig	Lowfloor	40ft
333	MV5	6	2010	Eldarado	Ford E-350	26ft
334	MV5	6	2010	Eldarado	E-350	26ft
335	MV5	6	2010	Eldarado	E-350	26ft
336	MV5	6	2010	Eldarado	E-350	26ft
337	MV5	6	2010	Eldarado	E-350	24ft
338	MV5	6	2010	Eldarado	E-350	24ft
390	Seon - DX12	12	2012	Glaval	Chevy Express	26ft
391	Seon - DX12	12	2012	Glaval	Chevy Express	26ft
418	MV5	8	2010	Gillig	Lowfloor	40ft
419	MV5	8	2010	Gillig	Lowfloor	40ft
420	MV5	8	2010	Gillig	Lowfloor	40ft
421	MV5	8	2010	Gillig	Lowfloor	40ft
422	MV5	8	2010	Gillig	Lowfloor	40ft

Appendix 1

423	Seon - TX8	8	2010	Gillig	Lowfloor	40ft
424	MV5	8	2010	Gillig	Lowfloor	40ft
425	MV5	8	2010	Gillig	Lowfloor	40ft
429	MV5	8	2010	Gillig	Lowfloor	40ft
430	MV5	8	2010	Gillig	Lowfloor	40ft
431	MV5	8	2010	Gillig	Lowfloor	40ft
432	MV5	8	2010	Gillig	Lowfloor	40ft
501	MV4	6	2006	Orion	VII - Lowfloor	40ft
502	MV4	6	2006	Orion	VII - Lowfloor	40ft
503	MV4	6	2006	Orion	VII - Lowfloor	40ft
504	MV4	6	2006	Orion	VII - Lowfloor	40ft
660	Seon - DX12	12	2012	Nova	Articulating	60ft
661	Seon - DX12	12	2012	Nova	Articulating	60ft
700		6	2001	Gillig	Phantom	40ft
711		6	1993	Gillig	Phantom	40ft
712		6	1993	Gillig	Phantom	40ft
713		6	1993	Gillig	Phantom	40ft
714		6	1993	Gillig	Phantom	40ft
715		6	1993	Gillig	Phantom	40ft
716		6	1993	Gillig	Phantom	40ft
717		6	1993	Gillig	Phantom	40ft
762		6	2001	Gillig	Phantom	40ft
763		6	2001	Gillig	Phantom	40ft
778		6	2001	Gillig	Phantom	40ft
779		6	2001	Gillig	Phantom	40ft
785		6	2001	Gillig	Phantom	40ft
792	Pro-Vision	6	2001	Gillig	Phantom	40ft
793	Pro-Vision	6	2001	Gillig	Phantom	40ft
948		6	2003	Orion	V	40ft
949	MV4	6	2005	Orion	V	40ft
950	MV4	6	2005	Orion	V	40ft
951	MV4	6	2005	Orion	V	40ft
952	MV4	6	2005	Orion	V	40ft
953	MV4	6	2005	Orion	V	40ft
954	MV4	6	2000	Orion	V	40ft
955	MV4	6	2000	Orion	V	40ft
956	MV4	6	2000	Orion	V	40ft
957	MV4	6	2000	Orion	V	40ft
958	MV4	6	2000	Orion	V	40ft
970	MV4	6	2003	Orion	V	40ft
971	MV4	6	2003	Orion	V	40ft
972	MV4	6	2003	Orion	V	40ft
973	MV4	6	2003	Orion	V	40ft
974	MV4	6	2003	Orion	V	40ft

Appendix 1

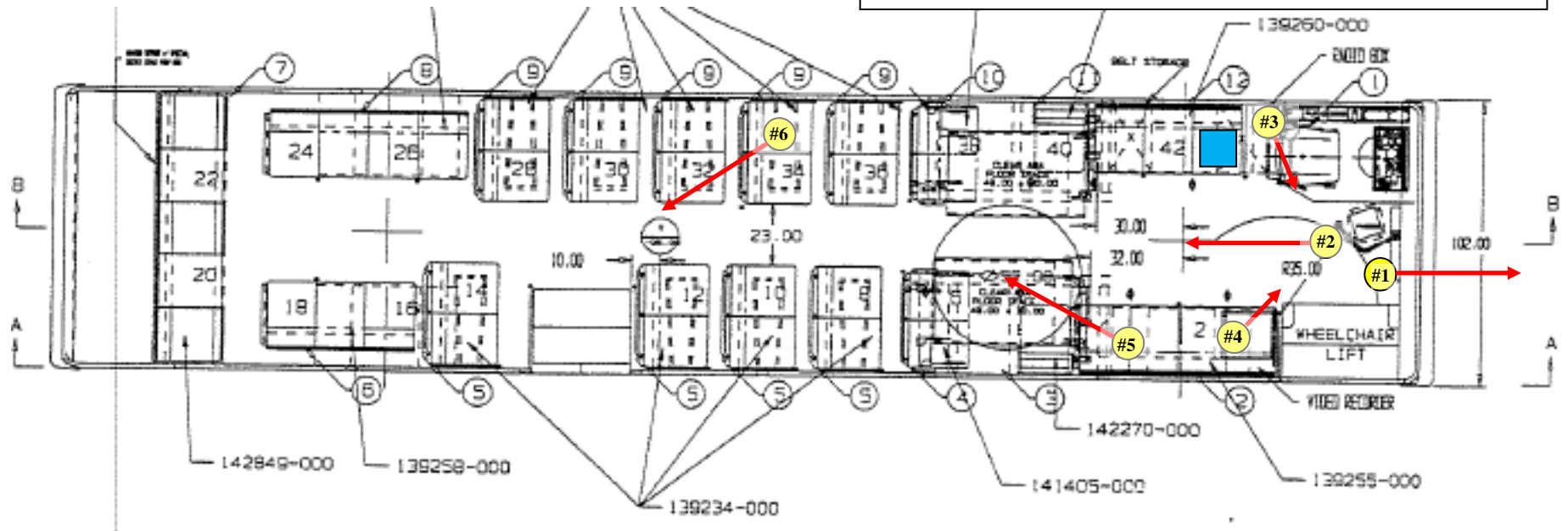
975	MV4	6	2003	Orion	V	40ft
976	MV4	6	2003	Orion	V	40ft
977	MV4	6	2003	Orion	V	40ft
7118		6	2002	Gillig	Phantom	40ft
7119		6	2002	Gillig	Phantom	40ft
7120		6	2002	Gillig	Phantom	40ft
7121		6	2002	Gillig	Phantom	40ft
7122		6	2002	Gillig	Phantom	40ft

Appendix 2

*Head unit and camera locations are approximate locations

Key

- — Camera
- — Hard Drive Head Unit Mounting Location
*Will be mounted at or below passenger seat level
- ➔ — Camera Direction



Appendix 3

Exterior Rear Camera and Dash Mount Video Screen

Overview

Ames Transit would like a quote for installing a 7th camera on the exterior rear of the bus plus a viewing screen mounted in the operator's area. The viewing screen shall be hooked up to 2 different cameras and be able to switch between the cameras.

Viewing Screen Operation

Scenario 1: The viewing screen shall be blank while the bus is in gear without any door activated.

Scenario 2: The viewing screen shall switch to the rear doors when any door is activated by the operator.

Scenario 3: The viewing screen shall display the exterior rear camera when the bus is placed in reverse gear.

*Ames Transit will consider other proposals for screen display and operation.





SECTION 3

FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

FEDERAL TRANSIT ADMINISTRATION

REQUIRED CONTRACT CLAUSES

IMPORTANT

The Buy America Certification and Lobbying Certification are federally required contract clauses and must be signed and returned with the bid for this project. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as nonresponsive.

Bidders are also REQUIRED to submit evidence/documentation of good faith efforts to meet Disadvantaged Business Enterprise (DBE) goals. Evidence of good faith efforts is a “requirement,” and this evidence must be submitted with bids in order to be responsive. More information on Disadvantaged Business Enterprises can be found later in this section.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j) 49 CFR Part 661

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

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

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

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date _____

Signature _____

Company Name _____

Title _____

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

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

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

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

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

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

[Note: Pursuant to 31 U.S.C. § 1352©(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

FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

The following FTA contract clauses are required for this procurement and are incorporated herein to the agreement:

FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10

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

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

Cargo Preference – Use of United States-Flag Vessels – The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of –lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ENERGY CONSERVATION REQUIREMENTS

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

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

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

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

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

ACCESS TO RECORDS AND REPORTS

**49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17**

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

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

representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

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

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I <u>State Grantees</u>	None	Those imposed	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹	on state pass thru to Contractor	Yes, if non-competitive award or if funded thru ²	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects	non-competitive award		5307/5309/5311			
II <u>Non State Grantees</u>	Yes ³	Those imposed	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes ³	on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

FEDERAL CHANGES

49 CFR Part 18

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

CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

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

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

RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

TERMINATION

49 U.S.C. Part 18

a. Termination for Convenience (General Provision) The **Ames Transit Agency** may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to **Ames Transit Agency** to be paid the Contractor. If the Contractor has any property in its possession belonging to the **Ames Transit Agency**, the Contractor will account for the same, and dispose of it in the manner the **Ames Transit Agency** directs.

b. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the **Ames Transit Agency** may terminate this contract for default. The **Ames Transit Agency** shall terminate by delivering to

the Contractor a Notice of Termination specifying the nature of the default. In this event, **Ames Transit Agency** may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to **Ames Transit Agency** resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by **Ames Transit Agency** in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of **Ames Transit Agency**, acts of another Contractor in the performance of a contract with the **Ames Transit Agency**, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies **Ames Transit Agency** in writing of the causes of delay. If in the judgment of **Ames Transit Agency**, the delay is excusable, the time for completing the work shall be extended. The judgment of the **Ames Transit Agency** shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of **Ames Transit Agency**.

c. Opportunity to Cure (General Provision) The **Ames Transit Agency** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29 Executive Order 12549

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

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.**

Civil Rights – The following requirements apply to the underlying contract:

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

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

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

forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

© 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.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

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 Director of **Ames Transit Agency** or an authorized representative. 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 Director or the authorized representative. 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 Director or authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by **Ames Transit Agency**, 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 hereafter shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the of **Ames Transit Agency** 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 of Iowa.

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 of **Ames Transit Agency, Iowa State University, Neumann Monson Architects**, 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.

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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **3.53 %**. A separate contract goal of **__ % DBE participation has** 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 **Ames Transit Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **concurrent with and accompanying sealed bid**:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above **as a matter of responsiveness** (see 49 CFR 26.53(3)).

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

e. The contractor must promptly notify **Ames Transit Agency**, 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 **Ames Transit Agency**.

A template for recording evidence of good faith efforts to meet DBE goals can be found on the following page.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1E](#)

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 4220.1E](#) 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 Ames Transit Agency requests which would cause Ames Transit Agency to be in violation of the FTA terms and conditions.

OTHER REQUIRED CONTRACT CLAUSES

PROTEST PROCEDURE

Anyone wishing to file a protest concerning the contract requirements, the solicitation procedures, pre-award protests, or post-award protests must do so in writing. Sheri Kyras, Transit Director, Ames Transit Agency, 1700 University Blvd., Ames, IA 50010 must receive this written protest. Protests may also be emailed to skyras@cyride.com.

a). Pre-bid/solicitation protest:

Anyone who wishes to file a protest concerning the contract requirements or the solicitation procedures must do so before the opening of the bids. Ames Transit Agency must receive the written protest no later than the time set for the opening of proposals.

If the protest cannot be resolved by the designated time for opening, Ames Transit Agency shall delay the opening until the protest is resolved. However, the decision must be issued in writing by Ames Transit Agency within 10 working days from the date that the protest was received.

b). Pre-award protest:

If anyone who wishes to protest some aspect of the procurement other than the project requirements or solicitation procedures, or wishes to protest something about the solicitation procedures that only becomes evident after the opening, then they must file a written protest no later than 5:00 p.m. local time on the tenth working day after the opening of proposals.

The City of Ames must issue its written decision within no more than ten working days from the date the written protest was received.

c). Post-award protest.

If anyone wishes to protest some aspect of the procurement other than project requirements or solicitation procedures, or wishes to protest the award of the contract, then they must file a written protest no later than 5:00 p.m. local time on the tenth working day after the award of the contract by the Ames City Council.

The City of Ames must issue its written decision within no more than ten working days from the date the written protest was received.

Any further appeal at the state level must be in accordance with Chapter 17A of the Iowa Code.

The Federal Transit Administration will only entertain a protest that alleges the Ames Transit Agency failed to follow the protest procedures stated above. Any such protest to the FTA must be filed in accordance with FTA Circular 4220.1E. An appeal to the FTA must be directed to the FTA office in Kansas City, MO within five working days of the date the protestor knew or should have known of the violation.

ADA Access

Facility improvements, reconstruction, or new construction work performed under any contract awarded pursuant to this solicitation shall comply with 49 CFR --U.S.C. Section 5301(d). This federal mandate requires that improvements made to federally funded transit facilities comply with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 415, and 12101 et seq. To the "maximum extent feasible", the entity conducting this solicitation intends that work performed to replace designated walk thru doors within its facility(ies) shall be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs -- upon the completion of door, frame, threshold, and hardware installation and such other alterations as are detailed to be made under the scope of work specified -- in conformity with 49 Part 37 CFR Subpart C Section 37.43.

Verbal Communications

Communications pertaining to this solicitation shall not be binding unless conveyed in writing. And, any vendor requesting bid instructions and a specification package shall be deemed a "vendor of record" and shall be sent a copy of any communication with other vendors regarding the solicitation. (Note: Telephone calls may be used to expedite decisions, but shall not be deemed as binding unless confirmed in writing.)