

PERRY COUNTY TRANSIT



**REQUEST FOR
PROPOSALS FOR
VEHICLE CAMERA SYSTEM**

Date issued: November 23rd, 2020

Due date for proposal: December 28th, 2020 at 1:00 PM

LATE PROPOSALS WILL BE REJECTED

For further information regarding this RFP contact:

Mason Dickerson

Perry County Transit Administrative

Office 212 S. Main Street, P.O. Box 311

New Lexington, Ohio 43764-0311

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1.0 REQUIREMENTS AND SPECIFICATIONS

1.1 Introduction and Purpose of the Request/or Proposal

Perry County Transit is a local government entity under the direction of the Perry County Commissioners. Perry County Transit is a Rural Transportation agency in South East Ohio. Perry County Transit Operates 31 vehicles (15 LTV/LTN, 9 Modified Minivans, and 7 Ford Transits) and completes over 50,000 trips a year. Perry County Transit is funded by grants from the Ohio Department of Transportation and the Federal Transit Authority. The purpose and intent of this Request for Proposal ("RFP"), is to seek proposals from experienced Contractors to provide digital camera systems and related items and services that include the installation of Digital Cameras on our 31 vehicles and related maintenance and support services.

The purpose of this document is to provide interested parties information, on a fair and competitive basis, and in a manner, that will ensure the highest possible quality of services, to enable them to prepare and submit a written proposal for digital camera systems. PCT intends to use the results of this process to award at least one contract to purchase and maintain a vehicle camera system. Any contract awarded must be approved by the Board of Perry County Commissioners and the Ohio Department of Transportation in accordance with State and Federal laws.

PCT maintains the right to award a contract to one, multiple, all or none of the proposers based on needs fulfillment.

Successful Proposers will submit the required information on 8 ½ x 11 white paper. **A total of one original and three (3) copies of the proposal should be included in the proposal package.** You may request a soft copy of the attachments for completion. The following required documents **should be typed:**

1. Letter of Intent which is a letter stating the contact information for the business.
2. Experience, Past Performance, and Service Components should be clearly identified within the proposal.
3. Additional information should be clearly identified within the proposal.

The following required documents **may be handwritten:**

1. Signature affidavit needs to be carefully read and completed. (Attachment A)
2. Reference Sheet is list of references that can speak to the quality and performance of the business for similar services. (Attachment B)

Proposals should be packaged in a sealed envelope and clearly marked on the outside of the envelope with the following information:

- Proposer's Name and Address
- Proposal Due Date: December 28th, 2020 by 1:00 PM
- Proposal Drop Off Information:

Perry County Transit Administrative Offices
ATTN: Vehicle Camera System RFP
212 South Main Street
P.O. Box 311
New Lexington, OH 43764-0311

A successful Proposer will ensure that their proposal is either mailed or dropped off to arrive by December 28th, 2020 by 1PM at the Perry County Transit Administrative Office at 212 South Main Street, New Lexington, Ohio 43764. At the time of delivery, the Perry County Job and Family Services staff will time and date stamp the proposal. Proposal received after the deadline will not be **accepted**.

1.2 Terms/Abbreviations

The following terms and acronyms are used throughout the RFP

- Board means the Board of Perry County Commissioners.
- PCT means Perry County Transit.
- Contractor means the successful proposer awarded the contract.
- Department means the Perry County Transit.
- Administration means the Perry County Job & Family Services
- Proposer means an organization, agency, or individual submitting a written proposal in response to the RFP.
- RFP means Request for Proposal.
- ODOT means Ohio Department of Transportation
- LTV means Light Transit Vehicle (Bus)
- LTN means Light Transit Narrow (Bus)
- AV means Accessibility Van
- MMV means Modified Minivan

1.3 Scope of Project

The selected Proposer shall provide a Digital camera system to be installed on 31 vehicles (15 LTN/LTV, 9 Modified Minivans, 7 Ford Transits), including an uploading system from the vehicle to onsite storage, onsite storage options to keep and access that footage for review by PCT/JFS administration, a Service/Maintenance agreement for 3 years.

1.4 Services to Be Provided

Services and Equipment to be provided include, but are not limited to the following:

- Cameras installed on 31 vehicles (15 LTN/LTV, 9 Modified Minivans, 7 Ford Transits) showing both the inside and outside of the vehicle. Accomplishing this coverage in a cost-effective way.
- Any DVR or HVR HD Recording Image Quality
- Color Surveillance
- On board Memory capacity for a minimum of a week of recording
- 4 Cameras minimum per vehicle needed with 5-12 Channel capability
- Camera systems must be usable on all vehicles and transferable between vehicles (when vehicles are retired the system needs to be able to work in all size vehicles)
- System must provide for audio and digital recording
- System must allow adjusted recording from full-time and programmable

- start/end times or after the bus has been idling for longer than a set period
- Camera and or system cannot be adjusted or disabled by the driver.
- System Has to be able to Record in 10-30 frames per second per channel, at a minimum of 720x480. 1080 resolution quality is also welcomed.

- Cameras have to be able to auto focus, especially at high sunlight and night recording where recording quality has to remain the same and not be compromised.
- Camera microphone must be high quality and record clear, uninterrupted audio while not affected by weather and vibration.
- Cameras should have infrared or night recording capabilities that display good imaging in the dark or with low light available.
- Panic button for the driver that will flag a section of recordings to be reviewed during playback, with the possibility to send an alert to the supervisors live.
- Warranty on camera equipment
- Cameras must cover at minimum the following areas (**Placement will be negotiable as long as all areas are covered.**)

- Busses LTN/LTV
 - One camera to record the entry way
 - One camera to cover the driver area including driver, money collection and tablet mount
 - One camera to cover the passengers from the front
 - One camera to cover the passengers from the rear
 - One camera to cover the wheelchair lift and door
 - 1 cameras to cover the exterior of the vehicle

- Ford Transits
 - One Camera to cover the side entry way
 - One Camera to cover the driver area including the driver, front seat passenger, money collection and tablet mount.
 - One camera to cover the passengers from the front
 - One camera to cover the passengers from the rear
 - One camera to cover the wheelchair lift and door
 - cameras to cover the exterior of the vehicle

- Modified Minivans
 - One camera to cover the side entry way with ramp and passengers
 - One camera to cover the driver area including the driver, front seat passenger, money collection, and tablet mount
 - One camera to cover the passengers from the front and driver side entry.
 - Cameras to cover exterior of vehicle

Video Playback Requirements:

- Storage System on site to allow for a minimum of 15 days and up to 30 days of recordings to be stored automatically and be overwritten.
- Additional Storage to allow for recordings to be stored and saved for later use that is not automatically overwritten
Cloud storage is also an option but if you price cloud storage please also price the physical storage onsite as well if you have that option.
- Video playback equipment including a large monitor.
- Audio equipment
- Footage must be automatically downloaded when the vehicles return to the compound, not all vehicles are parked in cover.
- Easy access to view footage both on site and remotely (Please note PCT does not have a server)
- Hardware design should easily allow all data (video clips and still images to be transferred to standard CD-ROM, USB/Flash Memory Stick or DVD formats.
- Ability to have a live look on to the vehicles (on board WIFI is available but may be limited due to data constraints. Can work with Verizon for solution)) (your internet solution can also be used) will need to have an estimate of usage for a month for the live playback on vehicles.
- Warranty on all camera, recording and playback equipment.

Wiring and Cabling

- The selected vendor shall install all wiring and cabling in a manner that makes it inaccessible during normal operations and all wiring shall be hidden from view.
- The wiring shall be uniformly color coded and tagged.
- The selected vendor shall submit wiring and cabling diagrams of installed video/camera equipment upon completion of installation.

Operational Requirements

- Camera System must be able to begin recording when the ignition switch has been turned on.
- The Camera System Hardware and Software Recording Quality must remain the same in environments when the bus will be driving thru rural unpaved and harsh roads.
- The Camera System will need to be Installed on all three types of vehicles. LTN/LTV, AV, MMV
- Camera System shall tolerate having power removed suddenly with no negative effect on the recording system, system hardware, operating system, stored data/video/Audio, or on the system's ability to function normally once the power is fully restored.
- All Data Recorded shall be time and Date stamped in Video Playback.

Support

- Support for the cameras should be available during the normal working day for PCT
M-F 6am to 6pm to troubleshoot camera difficulties.
- Contractor shall train at least four individuals after the installation process. Training of additional staff shall be made available by video or in person after installation is complete.
- Support to relocate a vehicles camera system on to another vehicle if a vehicle is taken out of service.
- Products must be delivered and installed by February 19th, 2021 (heated garage space is available for installation) Installation will be scheduled and take place after business hours to allow access to the fleet. M-F after 6pm, Saturday 8am to 4pm. Additional hours may be made available during PCT operation if needed.
- A demonstration will be scheduled for each vendor deemed responsive after the proposals are received and opened. The demonstration will be factored into the grading of the proposal.

1.5 Cost Proposal

- Cost breakdown includes Cost of individual cameras and any on board equipment including storage, installation of on board camera system including any wiring or other parts, cost of video playback equipment including storage solution (hardware and optional cloud storage), Large monitor for playback, automatic download equipment to connect vehicles to storage and playback equipment. . The cost proposal should be provided in the format listed below.
- **Fill in the blanks for the cost proposal**

Item to be provided	Number of Units	Unit Cost	Total Cost
On Board DVR and Storage	31	\$	\$
Vehicle cameras (audio equipped)		\$	\$
Installation on vehicles	31	\$	\$
Software and automatic download equipment	1	\$	\$
Playback equipment including large monitor	1	\$	\$
Onsite storage	1	\$	\$
Cloud Based Storage (OPTIONAL) (Please specify if it is a one time or monthly cost and who host the data)	1	\$	\$
Cost to uninstall and reinstall a camera setup	1	\$	\$
Support and maintenance of camera system for three years broken down monthly	36	\$	\$

2.0 GENERAL INSTRUCTIONS AND CONDITIONS FOR PROPOSERS

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal plus references and any required oral presentations. Elaborate proposals (e.g. excessive letters of recommendation) beyond that sufficient to present a complete and effective proposal, are neither necessary nor desired. PCT and the Board of Perry County Commissioners are not liable for any cost incurred by proposers to reply to this RFP.

2.2 Contract Period

The contract for maintenance and support will be for a period of three years beginning February 15th, 2021 and ending December 31, 2023. PCT, at its sole discretion, may decide to extend the contract for a term of one- or two-years contingent upon the level of future federal and state funding, provider effectiveness and demonstrated need for the services being provided. A contract and any extension require the approval of the Board of Perry County Commissioners.

2.3 Funding Level for Contract

The successful Contractor may invoice for services on a monthly or other agreed upon time frame. PCT has budgeted an adequate amount of funds to cover any approved contract expenditure. Due to a significant portion of the Department's funding relying on the appropriations of ODOT, the budgeted funds should be considered conditional. Actual contract amount is contingent upon the winning proposal, final negotiated cost and availability of funds.

2.4 Incurring Costs

Neither the Department nor the County is liable for any cost incurred by proposers in replying to this RFP

2.5 Public Information

All proposals shall be deemed to be public records within the meaning of Chapter 149 of the Ohio Revised Code. However, the contents of the responses to the RFP will not be deemed public records and will be treated as confidential information until completion of the evaluation process. The Winning Proposal will be public record with the exception of any proprietary information.

2.6 *Proposals Are Unconditional*

All proposals shall be unconditional. Any proposal that purports to impose conditions not included in this RFP will be deemed non-responsive. The Department may, however, waive minor informalities and omissions in a proposal if it decides, in its sole discretion, that such informality or omission is not prejudicial to interests of the Department or to fair competition. The successful proposer will be required to execute a contract acceptable to the Department and the County within ten calendar days from acceptance of the proposal or within such further time as designated by the Department.

2.7 *Calendar of Events*

Listed in this section are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the Department. In the event that the Department finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

ACTION ITEM	DELIVERY DATE
RFP Issued	November 23 rd , 2020
Deadline for receiving RFP questions	December 14 th , 2020 at Noon
Deadline for issuing RFP answers	December 18 th , 2020 at 4:30 PM
RFP deadline	December 28 th , 2020 at 1:00 PM
Proposals opened	December 28 th , 2020 at 3:00 PM
Schedule demonstrations	December 29 th – 31 st , 2020
Demonstrations (Based on number of Contractors)	January 4 th – 7 th , 2021
Proposals Evaluated	January 8 th , 2021 at 1:00 PM
Reviewed by ODOT	January 11 th – 14 th , 2021
Notification of intent to award	January 15 th , 2021
Scheduling and installation	January 19 th to February 19 th , 2021

2.8 Provider E-mail Address

All prospective proposers must provide an e-mail address to PCT in order to receive answers to questions submitted regarding this RFP, updates, material changes, and supplements to this RFP. Proposers are responsible for obtaining any such changes without further action from the Department.

3.0 PROCEDURES FOR SUBMISSION OF PROPOSAL

3.1 RFP Availability

Copies of this RFP may be obtained by telephone, visiting www.perrycountytransit.com, or by contacting Mason Dickerson at (740) 342-0658, e-mail: mason.dickerson@jfs.ohio.gov, or by visiting 212 South Main Street, New Lexington, Ohio 43764.

3.2 RFP Deliverable

All proposals must be addressed to and received by Mason Dickerson at 212 S. Main St., New Lexington, Ohio 43764. The envelope should also state "ATTN: Vehicle Camera RFP". If mailing, please use P.O. Box 311, New Lexington, Ohio 43764.

Proposals should be received on or before 1:00 PM December 28th, 2020. Proposals should be clearly marked "Vehicle Camera RFP." Proposals must be received at the above address prior to the specified deadline. All proposals must be time-stamped by agency staff upon delivery. Proposals not so stamped will not be accepted. All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address.
- Request for proposal title: "Vehicle Camera RFP"
- Proposal due date

3.3 RFP Original and Copies

Each proposer must submit an original and three (3) copies of its proposal. All proposals must be packaged and sealed. The Cost Proposal must be sealed in its own envelope within the sealed RFP envelope.

3.4 Inquiries

Written questions concerning this RFP must be submitted and received by PCT no later than the date specified in the Calendar of Events. Questions may be submitted to the address given above or e-mailed to: Mason.Dickerson@jfs.ohio.gov. The Department will endeavor but shall not be required to answer any such request for information. If it does, and PCT deems it necessary, the answers will be provided to everyone that received copies of this RFP. All answers will be sent to the e-mail address provided by the proposer.

3.5 Revision/Withdrawal of Proposal

Proposals may be corrected, modified, or withdrawn prior to the deadline for submission by submitting the required number of copies of such correction, modification, withdrawal or a new submission, clearly marked on the outside envelope with the appropriate heading, by the deadline listed in this RFP. Proposals may not be withdrawn or modified for a period of sixty (60) days after the opening of the proposals.

3.6 Oral Presentations and Demonstration

All proposers will be required to make oral presentations and demonstration to supplement their proposals, if requested by the Department. The Department will make every reasonable attempt to schedule each presentation at a time that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the Department on the date scheduled may result in rejection of the proposer's proposal. Due to COVID-19 Virtual, and remote live video presentations will also be acceptable. The details for the presentations will be worked out with each individual proposer.

3.7 Limitations

The RFP does not commit PCT to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for services. The Department reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is the best interest of PCT. The Department may require the selected organizations to participate in negotiations and to submit any fiscal, technical, or other revisions of their proposals that may result from negotiations.

3.8 Contract Award

The Department may award a cost reimbursement contract based on offers received, without discussion of such offers with the proposers. Each proposal should, therefore, be submitted in the most favorable terms from a cost and technical standpoint. However, the Department reserves the right to conduct an on-site monitoring review of the proposer and/or request additional data, oral discussion, or presentation in support of the proposal.

4.0 GENERAL REQUIREMENTS AND PROPOSAL FORMAT

The narrative part of the proposals must present the following information and be organized with the following headings (4.1, 4.2, 4.3, 4.4 and 4.5). Each heading should be separated by tabs or otherwise clearly marked. Proposals should be typed (standard typeface, 12-point font) and submitted on 8.5 x 11 white paper (no less than 1" margins) bound securely.

4.1 *Letter of Transmittal*

Prepare a letter transmitting the proposal on business letterhead. The letter should identify the name, phone number, and email address of a key contact person. The letter must have the signature of a person with authority to obligate the business. The transmittal letter shall also contain a statement that the proposal is a firm offer for a sixty (60) day period.

4.2 *Experience and Capabilities*

Provide a brief description of your organization. Include your organization's experience as it relates to the services specified in this RFP. Be specific and identify projects, dates, years of experience and services performed.

4.3 *Service Components*

Describe how you will fulfill the scope and service requirements specified in Section 1.3 and Section 1.4. Provide supporting documentation of cited past performance. Incorporate past experience working with public agencies, including other Transit Agencies if applicable. Include any technical specs for any equipment you are proposing.

4.4 *Proposer References*

Proposers must include in their proposals a list of organizations, including points of contact (name, address, and telephone number) that can be used as references for work performed in the area of service required. Use the format shown in Attachment B to provide this information.

Selected organizations may be contacted to determine the quality of work performed and staff assigned.

4.5 Required Forms

To the narrative portion of the proposal, the following forms are required to be attached:

- Attachment A – Signature Affidavit; and
- Attachment B – Reference Form (or similar format).
- Attachment C – Evaluation Criteria
- Attachment D – Federal Clauses (Signed)

5.0 PREPARING THE COST PROPOSAL

5.1 General

The cost proposal will be scored using a standard quantitative calculation where the most points will be awarded to the proposal with the lowest perceived cost. Various costing methodologies and models are available to analyze the cost information submitted to determine the potential value to be derived by PCT. The Department will select one method and use it consistently throughout the evaluation. The Cost Proposal must be submitted in a separate envelope from the rest of the proposal all contained within one sealed envelope.

5.2 Format for Submitting Cost Proposals

The proposer should submit a cost proposal that clearly identifies all fees to be charged for the requested services as listed in Section 1.4. Any additional cost information needs to be provided in a manner that clearly defines cost for each additional item.

5.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date for the proposals.

6.0 PROPOSAL SELECTION AND AWARDPROCESS

6.1 Preliminary Evaluation

A preliminary review of all proposals submitted on time to ensure the proposal adheres to the mandatory requirements specified in the RFP. Proposals that meet the mandatory requirements will be deemed qualified. Those that do not, shall be deemed non-qualified. Non-qualified proposals may be rejected at PCT's discretion. In the event that all proposers do not meet one or more of the mandatory requirements, PCT reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in the RFP.

Qualified proposals in response to this RFP must contain the following mandatory requirements:

- A. Timely submission - The proposal is received at the address designated above no later than the specified deadline. Proposals mailed but not received at the designated location shall be deemed non-qualified and will be rejected.
- B. Transmittal Letter;
- C. Experience and capabilities;
- D. Service Components;
- E. Cost proposal;
- F. Signature Affidavit;
- G. References; and
- H. Signed Federal Clauses.

6.2 *Scoring Evaluation*

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, oral presentations/demonstrations, and use the results in scoring the proposals.

6.3 *Right to Reject Proposals and Negotiate Contract Terms*

PCT reserves the right to accept or reject any and all proposals or reject any part thereof. Further, PCT reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into such a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, PCT may negotiate a contract with the next highest scoring proposer.

6.4 *Evaluation Process*

PCT reserves the right to interview or to seek additional information relating to criteria already in the RFP from any candidate after opening the proposals, but before entering into a contract, to reject any proposal if it deems it to be in the best interests of the Department, and to award a contract to the next qualified proposer. The Department reserves the right to check references identified by any proposer or associated with any previous employer of any employee of the proposer identified in the proposal. Based upon the results of the evaluation, PCT will select the proposal deemed to be most advantageous, with price and other factors considered including the proposer's responsibility in accordance with FTA regulations. PCT reserves the right to award the contract based on considerations other than price.

6.5 *Award of Contract*

PCT will prepare a contract with the successful proposer and recommend its approval by the Board of Perry County Commissioners after review from ODOT and with their approval.

7.0 EVALUATION CRITERIA

7.1 *Mandatory Criteria*

PCT will evaluate the proposals based on the required criteria listed in the RFP.

7.2 Scoring

Proposals will receive scores based on two categories:

1. Experience and Capabilities; and
2. Cost.

See Attachment C for the evaluation scoring sheet that will be utilized to score the proposals.

8.0 PROTEST PROCEDURE

8.1 Protests

Any potential, or actual, proposer objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- A.** A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 - 1) The name, address and telephone number of the protestor;
 - 2) A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - 3) A request for a ruling by PCT;
 - 4) A statement as to the form of relief requested from PCT;
 - 5) Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

- B.** A timely protest shall be considered by PCT if it is received within the following periods:
 - 1) A protest based upon alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for the receipt of proposals shall be filed no later than 1:00 p.m. on the closing date for the receipt of proposals, as specified in the Calendar of Events, of this RFP.

 - 2) If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 1:00 p.m. of the fifth (5th) calendar day after the notification of intent to award date as specified in the Calendar of Events, of this RFP.

- C.** An untimely protest may be considered by PCT if the Department determines that the protest raises issues significant to the procurement system of PCT. An untimely protest is one received by the Department after the time periods set forth in Item B of this section.

D. All protests must be filed at the following

location: Perry County Job and Family Services
212 S. Main Street
P.O. Box 311
New Lexington, Ohio 43764

- E.** When a timely protest is filed, a contract award will not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless PCT determines that a delay will severely disadvantage the Department. The proposer(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F.** The Department will issue written decisions on all timely protests and shall notify any Contractor who filed an untimely protest as to whether or not the protest will be considered.

8.2 Caveats

PCT is under no obligation to issue a contract as a result of this solicitation if, in the opinion of the Department, none of the proposals are responsive to the objectives and needs of PCT. The Department reserves the right to not select any Contractor should the Department decide not to proceed. Changes in this RFP of a material nature will be provided to the e-mail address provided to PCT. All proposers are responsible for supplying the Department with a valid email address and for obtaining any such changes without further notice by the Department.

ATTACHMENT A: SIGNATURE AFFIDAVIT

PERRY COUNTY TRANSIT

SIGNATURE AFFIDAVIT

In signing this proposal, I/we also certify that I/we have not either directly or indirectly entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition, that no attempt has been made to induce any other person or Proposer to submit or not to submit a proposal, that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor, that this proposal has not been knowingly disclosed prior to the opening of the proposals to any other proposer or competitor, that the above statement is accurate under the penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the Department in this request for proposal and declare that the attached proposal and pricing are in conformity therein.

Signature

Date

Name {Type or Print}

Organization

Title

Address

Email

Phone

ATTACHMENT B: REFERENCE SHEET FORMAT

PERRY COUNTY TRANSIT

FOR PROPOSER: Provide organization's name, address, and contact person, telephone number, and appropriate information on the services provided within the past 5 years with requirements similar to those included in this RFP.

1) Organization Reference	
Business Name	
Address	
Contact Person	Phone
Services Performed	

2) Organization Reference	
Business Name	
Address	
Contact Person	Phone
Services Performed	

3) Organization Reference	
Business Name	
Address	
Contact Person	Phone
Services Performed	

ATTACHMENT C: PROPOSAL EVALUATION SHEET

Vehicle Camera RFP Evaluation

Proposal Submitted By: _____

Compliance Checklist for Proposal Acceptance

- Submitted by deadline
- One original and three (3) copies
- RFP formatted correctly
 - paper, font, margins
- Transmittal letter
- Experience and capabilities
- Service components
- Cost proposal (sealed separately)
- Required attachments:
 - Signature Affidavit
 - References
 - Signed Federal Clauses

Evaluator's Assessment

- Responsive
- Non-Responsive

Vehicle Camera Evaluation Criteria

Proposal submitted by:		
Evaluation Criteria	Maximum Points	Points Awarded
EXPERIENCE AND CAPABILITIES		
Able to provide Cameras for 31 vehicles with DVR and on-board storage	50	
Camera Features: As listed in Section 1.4 of this RFP	30	
Able to provide Video Playback system with large viewing screen, footage stored and automatically overwritten-minimum 15 days	50	
Automatic Download of vehicle footage to playback storage including speed of download and ease of access to flagged content.	50	
Live on vehicle footage available for viewing over cellular network	15	
Cloud based storage for video with ease of access (cost comparative)	5	
Total Points Awarded	200	
PRICE AND COST		
Proposer's budget is in the clear and concise format based on Section 1.4.	50	
Proposer's rate does not exceed the cost analysis	50	
Overall cost effectiveness of proposer's budget (assess any additional expenses or fees included in the proposed rate).	50	
Total Points Awarded	150	
Grand Total Points Awarded	350	
Comments:		
Evaluator 's Printed Name		
Evaluator 's Signature	Date	

ATTACHMENT D: Federal Clauses

Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CARGO PREFERENCE REQUIREMENTS

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 loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the 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.); and
- 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.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed

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under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing

Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report

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each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the Search Results Web results

Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre- approval.

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.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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.

FLY AMERICA

a) Definitions. As used in this clause—

- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
- 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

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b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign- flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within 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 the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency 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 Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROMPT PAYMENT

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the 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 the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency'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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The

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Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure 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 provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the 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 the 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 the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be 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 Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. 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 Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

Vehicle Camera RFP

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract,

breach shall include. Rights and

Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's 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 Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract 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 Agency 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 Agency 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.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

The undersigned 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. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date ____ / ____ / ____

Signature of notary and SEAL: _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. 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,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is 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 listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
- 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date ____/____/____

Name and Title of Contractor's Authorized Official: _____

PERRY COUNTY TRANSIT



**REQUEST FOR
PROPOSALS FOR
VEHICLE CAMERA SYSTEM**

Date issued: November 20th, 2020

Due date for proposal: December 28th, 2020 at 1:00 PM

LATE PROPOSALS WILL BE REJECTED

For further information regarding this RFP contact:

Mason Dickerson

Perry County Transit Administrative

Office 212 S. Main Street, P.O. Box 311

New Lexington, Ohio 43764-0311

Tel: (740) 342-0658

E-mail: Mason.Dickerson@jfs.ohio.gov

End of RFP Documents