



East Alabama Regional Planning and Development Commission  
P.O. Box 2186, Anniston, AL 36202  
Phone: 256-237-6741 • FAX: 256-237-6763  
E-mail: [earpdc@earpdc.org](mailto:earpdc@earpdc.org)

memorandum

**TO:** Bidders

**DATE:** September 6, 2023

**FROM:** Shane Christian, Program Manager

**SUBJECT:** GPS Tracking Bid

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Attached is the GPS Tracking Bid released by the East Alabama Regional Planning and Development Commission for the period October 1, 2023 till September 30, 2026. Submitted bids are due back no later than Monday, September 25, 2023, at 3:00 pm CST, at which time received bids shall be opened. After evaluation, it is expected that a recommendation to the EARPDC Board of Directors for award will be on Wednesday, September 27, 2023. No work shall commence before approval from the East Alabama Regional Planning and Development Commission.

Any addenda will be sent to all who receive a copy of the bid.

If you have any questions, please contact:

Heath Compton  
P.O. Box 2186  
Anniston, AL 36202  
256-237-6741  
[heath.compton@earpdc.org](mailto:heath.compton@earpdc.org)

Invitation to Bid  
Tracking Equipment  
**“Sealed Bid: Vehicle Tracking Equipment”**

Issued by:

East Alabama Regional Planning and Development Commission

Issue Date: Friday, September 8, 2023

Due Date for Return: Monday, September 25, 2023

Date of Award: Wednesday, September 27, 2023

For questions concerning this bid contact:

Heath Compton 256-237-6741

[heath.compton@earpdc.org](mailto:heath.compton@earpdc.org)

Fax or email responses to this bid will not be accepted.

## Document Checklist

Have the following signed and/or completed and included with the bid submission:

- ✓ Provide Proof of E-Verify Documentation (page 3)
- ✓ Affidavit For Business Entity/Employer /Contractor, *if applicable* (page 4)
- ✓ Cover Letter (page 5)
- ✓ Statement of Non-Collusion (page 6)
- ✓ Respondent Information (page 21-22)
- ✓ Brochure or Similar with Visual Example of System
- ✓ Price Sheet (page 39)

- An electronic version of this bid is available by emailing shane.christian@earpdc.org in MS Word and/or as a PDF
- In order to decrease the evaluation time and ensure award by the award date please enter your responses in MS Word documents if possible, and return it in hard copy with your bid response package. **DO NOT EMAIL YOUR BID RESPONSE. IT WILL NOT BE OPENED OR CONSIDERED.** Exclusion of the electronic files in a bid response is not a basis for rejection.
- The hard copy of the request for bids on file in the EARPDC office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the bid may be considered grounds for rejection of the bid response.
- Bid prices shall be firm for the entire term of the Agreement.
- Fax or e-mail responses to this bid will not be accepted.
- If the Bidder has 1 or more persons employed in the State of Alabama, the following Affidavit must be completed, as required of the Beason-Hammond Taxpayer and Citizen Protection Act. Bidder shall also provide documentation establishing enrollment in the E-Verify Program.

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared

\_\_\_\_\_ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as

\_\_\_\_\_ (state position) for

\_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

\_\_\_\_\_ Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_ Signature and Seal of Notary Public

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b); Section 31-13-9 (h). History: New Rule: Filed December 12, 2011; effective December 12, 2011

## Cover Letter

Commodity: GPS Tracking  
Bid #: Sealed Bid: GPS Tracking  
Contact: Shane Christian  
Telephone: 256-237-6741

The bid award will be made by the East Alabama Regional Planning and Development Commission Board of Directors. This cover letter is considered an integral part of this Invitation to Bid document and shall be included by reference into any contract.

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Vendor Name

Acknowledged by:

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Name/Title (Printed or Typed)

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Signature

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Email

STATEMENT OF NON-COLLUSION

I/we agree to furnish the prices shown and guarantee that each offer will meet or exceed all specifications, terms, conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding otherwise. I have read and understand all terms and conditions of this bid.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Typed Authorized Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

Schedule of Events

Request for Bids: Sealed Bid: Vehicle Tracking Equipment

Date Bid Issued: ..... Friday, September 8, 2023  
Bids must be received before: ..... 3 pm CST, Monday, September 25, 2023  
Bids will be publicly opened: ..... 3 pm CST, Monday, September 25, 2023  
Bids expected to be awarded no later than: ..... Wednesday, September 27, 2023  
Tentative Contract start date: ..... Sunday, October 1, 2023

Returns sealed bids to:

Ground Transportation or Hand Delivered:

EARPDC  
Quintard Towers  
1130 Quintard Avenue, Suite 300  
Anniston, AL 36201

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US Mail:

EARPDC  
P. O. Box 2186  
Anniston, AL 36202



## Introduction

The East Alabama Regional Planning and Development Commission, herein after referred to as “Commission” and/or “EARPDC”, is seeking bids for tracking equipment for transit vehicles. The Commission, with principle offices at 1130 Quintard Avenue Suite 300 Anniston, Alabama, is a public agency designated by the Calhoun Metropolitan Planning Organization to be the recipient of funds for the operation of public transportation in the Calhoun County urbanized zone, and by County Commissions and City Councils in six counties in East Alabama.

The Commission is not seeking and will not consider software and/or equipment for the routing of vehicles.

The Commissions transit fleet currently consists of 8 fixed route mini-buses and 8 modified vans. The fleet may increase in numbers or decrease in numbers during the duration of the awarded contract. For the most part, when new vehicles are purchased older vehicles are disposed. There may also be a vehicle accident that takes a vehicle out of service. All fixed route, ADA Paratransit and demand response vehicles will be equipped with vehicle tracking equipment.

All equipment must be able to be moved to another vehicle of similar type (fixed route bus to fixed route bus—modified van to modified van) as vehicles are prepared for disposition and new vehicles come into the fleet.

The purpose of this Invitation to Bid is to solicit proposals from various vendors; conduct a fair and extensive evaluation based on criteria listed and then to select the vendor who can help the Commission best reach its goals.

## Errors in this Document

It is the express sincerity of the Commission that this document be error free. However, in the event that there is a spelling error, typo, misplaced word or phrase, missing word or phrase, or any other error, the correction shall be made as soon as possible and disseminated to the bid mailing list and any other requested mailings. If there is an error, please bring it to the attention of the contact listed below. An error in this document does not make this document void. It is the sole judgment of the Commission to make the determination to cancel the bid.

## Importance of Any One Word, Phrase, Paragraph or Section

No one word, phrase, paragraph or section of this document is more important than any other. This is one document in total.

## Funding

Federal funding for this equipment and fees for access to data is from the Federal Transit Administration. All rules, regulations, policies, procedures, and reporting requirements will be adhered to by the Commission, Bidder, and awarded Vendor.

Regardless of award date, no invoice to the Commission shall be dated before October 1, 2023. No service or action shall take place before October 1, 2023.

### Contact Information

Shane Christian  
Project Director  
EARPDC  
P. O. Box 2186  
Anniston, AL 36202  
256-237-6741  
256-237-6763 (fax)  
shane.christian@earpdc.org  
[www.earpdc.org](http://www.earpdc.org)

Alternate Contact: Heath Compton, Principal Human Services Coordinator (*same address/phone*)

### **General Terms and Conditions**

#### A. Applicable Law

The contract shall be construed and governed in accordance with the law of the State of Alabama. All actions whether sound in Contract or Tort relating to the validity, construction, interpretation, and enforcement of the Contract shall be instituted and litigated in the Courts of the State of Alabama, located in Calhoun County. In accordance therewith, the parties to this contract submit to the jurisdiction of the Courts of the State of Alabama, located in Calhoun County.

#### B. Severability

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

#### C. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay in the bid process or failure to perform is occasioned by Force Majeure, meaning act of God, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

#### D. Non-Collusion

The Vendor guarantees that the bid submitted is not a product of collusion with any other Vendor and no effort has been made to fix the bid price of any Vendor or to fix any overhead, profit or cost elements of any bid price. A form stating non-collusion is included and must be signed and submitted with bid.

#### E. Contract Changes/Modifications

The services set forth in the bid may be reduced, modified or expanded beyond the limits of the bid by written contract modifications executed by EARPDC, and the Vendor.

In the event that EARPDC requires the vendor to undertake work not identified in and beyond the scope of services to this bid, the Agreement may be amended in writing to incorporate such services and compensation as are mutually agreed upon.

F. Indemnification and Hold Harmless

The Vendor shall indemnify, defend, and hold harmless the EARPDC from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by EARPDC, on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of vendors or its employees, agents, representatives, or subcontractors, their employees, agents or representatives, in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of vendor and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section shall not extend to any liability caused by the sole negligence of EARPDC or its employees.

G. Tax Exemption

The East Alabama Regional Planning and Development Commission is exempt from payment of all Federal, State, and local taxes. Said taxes must not be included in prices bid.

H. Termination

If the Contractor refuses or fails to diligently provide the services under the provision of any resulting contract, or any separable part thereof, or refuses or fails to provide said services in a complete and timely manner during the period of the Contract, or any extension thereof, the Commission, by thirty (30) days written notice to the Contractor, can terminate this Agreement. The Commission reserves the right to terminate this Agreement at its pleasure and make settlement with the Contractor upon an equitable basis any services purchased. The Commission will give no less than thirty (30) days written notice of termination.

I. Protest Procedures

EARPDC acknowledges that it is required to have written protest procedures to handle and resolve disputes relating to EARPDC procurements and shall in all instances disclose protests to ALDOT and keep ALDOT informed about the status of the protest. All protest decisions must be in writing. A protester must exhaust all administrative remedies with the EARPDC before pursuing a protest with ALDOT.

There are three basic types of protests, based on the time in the procurement cycle when they occur.

\* **Pre-bid or solicitation protest** is received prior to the bid opening or proposal due date.

\* **Pre-award protest** is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

\* **Post-award protest** is a protest received after award of a contract.

EARPDC acknowledges that it is responsible for settling disputes resulting from any procurement action. Under limited circumstances, a bidder may protest to the ALDOT Transportation Planning and Modal Programs Bureau pursuant to a vendor's award of a

contract. ALDOT shall in all instances disclose information regarding protests to FTA and keep FTA informed about the status of each protest.

ALDOT's Transportation Planning and Modal Programs Bureau's role in a bid protest shall be limited to the conditions set forth in **FTA Circular 4220.1 (series)**.

### **Bid Protest Procedures for Areawide Community Transportation System**

The following bid protest procedures have been written in compliance with the Federal Transit Administration (FTA) Third Party Contracting Guidelines (Circular 4220.1E). Parties that wish to file a bid protest should review these procedures in conjunction with FTA's Circular 4220.1E. These procedures also address complaints or appeals regarding the funding of unsolicited proposals and other protests unrelated to the solicitation process and contract award decisions. East Alabama Regional Planning and Development Commission's transit system, Areawide Community Transportation System, protest procedures will be referenced in the bid documents in order that interested parties will know their rights under these protest procedures. Protests Pertaining to the Contract Solicitation Process or Contract Award Decision The following procedures and time requirements shall be applied uniformly in processing all protests. Protests may be made by active or prospective bidders whose direct economic interest would be affected by a solicitation, proposed award, or award of a contract. Protests must be submitted in writing to: Shane Christian Project Director Areawide Community Transportation System P. O. Box 2186 Anniston, AL 36202 The Areawide Community Transportation System (ACTS) will consider all written protests made within the timelines stated in this document. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:

1. Name, address, and telephone number of protestor.
2. Solicitation or contract name and/or number.
3. A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information.
4. A statement of relief requested.

Only written protests received within the timelines stated in these procedures will be considered. Upon receipt of a protest, ACTS will notify the protestor that the protest has been received by mail within five (5) working days. ACTS may request additional information from the protesting party, which must be submitted in writing to ACTS within five (5) working days from the date of ACTS's request.

Within twenty (20) working days of receipt of a written protest, ACTS shall either:

1. Issue a final written decision which responds in detail to each issue raised in the protest and includes a rationale for the decision rendered, or
2. Conduct, at ACTS's discretion, an informal hearing to allow the interested participating parties an opportunity to present their positions and supporting facts, documents, justification, and technical information. ACTS will advise all interested parties of the final decision in writing no later than five (5) working days from the

date of the informal hearing.

### **Protests before Proposal Solicitation**

Bid protests alleging restrictive specifications or improprieties, which are apparent prior to bid or proposal opening, must be submitted in writing to ACTS and must be received at least five (5) working days prior to bid/proposal opening. Bids will not be opened until five (5) working days after resolution of the protest unless ACTS determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to ACTS.

If the written protest is not received by the time specified, bids or proposals may be received, opened and awarded in the normal manner unless ACTS determines that it is in the best interest of all concerned to delay any step.

### **Protests after Opening of Proposal Solicitation and Prior to Award**

Protests against the making of an award may be made after bid opening and prior to award. Such protests must be submitted in writing to ACTS and must be received by ACTS within five (5) working days of the bid opening. If ACTS decides to withhold the award pending resolution of the protest, ACTS will notify all bidders whose bids or proposals might become eligible for award, and offer them the option to extend or withdraw the bid or proposal beyond the 120-day validity period. Awards will not be made until at least five (5) working days after resolution of the protest unless ACTS determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to ACTS or the federal government.

### **Protests after Award**

Protests received after announcement of an award or after a contract has been executed will only be considered if ACTS determines that the matter is in the public interest or the protest presents clear and convincing evidence of fraud, misrepresentation, other illegality, or gross impropriety in the selection of a bid/proposal. If a protest is under consideration, ACTS shall evaluate the bid/proposal a second time in its entirety and use the same evaluation criteria and rating factors applied in the initial review of the bid/proposal. The bid/proposal will be evaluated by a panel designated by the ACTS. If a protest involving an executed contract is under consideration, ACTS will notify the selected contractor of the protest and its basis and may, at its discretion, order the contractor to suspend all ACTS work activities. If the awarded contractor has not executed the contract as of the date the protest is received by ACTS, the contract will not

be executed until five (5) working days after resolution of the protest unless ACTS determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to ACTS.

### **Protests Pertaining To the Funding Of Unsolicited Proposals**

The submission of unsolicited proposals is inconsistent with ACTS's policy to promote a full and open competition among interested parties for FTA contract funds. The filing of unsolicited proposals, therefore, will be deemed inappropriate by ACTS and returned to the sender; complaints or appeals calling for reconsideration of such proposals will not be accepted.

ALL complaints unresolved at the local level will be submitted to the Alabama Department of Transportation for final resolution to Mr. Brad Lindsey, Bureau Chief, State Local Transportation Engineer, Local Transportation Bureau, Alabama Department of Transportation, 1409 Coliseum Boulevard, Montgomery, Alabama 36110.

### No Obligation to Purchase

The Commission issuing an Invitation to Bid, accepting a bid, and entering into an Agreement does not constitute an obligation to purchase.

### Submittal Format

Submissions must be in a sealed package clearly marked "Sealed Bid: Vehicle Tracking Equipment" with the bidder's name clearly visible on the outside of the package along with the date of submission. Submissions must have one (1) original and one (1) copy of the original.

Respondents should cover all information requested in the body of this Invitation to Bid and in the Appendix Section, along with any addenda.

Respondents, which in the judgment of the Commission, fail to meet the requirements of the Invitation to Bid or which are in any way conditional, incomplete, obscure, contain additions or deletions from the requested information that alter the intention of this document, or containing errors, will be rejected.

All submissions should be on 8 ½ x 11 standard white copy paper, single sided with no staples. Further informational brochures or similar will be acceptable and are encouraged.

### Terms and Conditions

IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS, AND INSTRUCTIONS ARE READ THOROUGHLY, UNDERSTOOD, AND ANY QUESTIONS ASKED BEFORE THE BID DUE DATE.

Bid response envelopes must be properly identified on the front with the Invitation to Bid heading and date. The Commission does not assume responsibility for late bid responses that occur due to the U.S. Postal Service or private courier services. Sufficient lead time should be allowed to reach the Commission prior to the received date and time indicated on the Invitation to Bid.

All pages requiring a signature must be submitted on this form in blue or black ink or the bid will be rejected. Stamped or photo copied signatures will not be accepted on the original bid. Please clearly print or type all other requested information. Vendors must submit one (1) original bid and one (1) copy of the original.

For a no bid response, return the signature page signed and marked "No Bid". It is required that a no-bid response be identified on the envelope as if it were a bid. Bidder will be removed from active bidder's list after three (3) consecutive no-bid responses.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supplies, and/or services the Commission is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. The Commission shall determine if the exception falls within or outside of requested and required specifications. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received by the Commission prior to the date and time specified. Late responses cannot be accepted.

Bidders must be available to answer any questions from the Commission and may be asked to give a presentation on their bid response. Most questions can be quickly answered by phone.

The Commission will not accept facsimile or e-mail transmissions of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Commission. This document, price sheet, and any addenda to this bid are an integral part of any Contract between the Commission and the vendor.

Non-appropriation of Funds: Continuation of any Agreement or Contract between the Commission and bidder is contingent upon appropriation of funds for the purpose of this bid and any resulting Agreement. Non-availability of funds at any time shall cause any Agreement to become void and unenforceable, and no liquidated damages shall accrue to the Commission.

The Commission reserves the right to reject all or any portion of this Invitation to Bid when the best interest of the Commission is involved.

The Commission is exempt from all Federal, State, and use taxes.

All Bidders shall maintain such insurance as will protect Bidder and the Commission from claims under the Worker's Compensation Act and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting Agreement of the Invitation to Bid. Insurance shall be written by companies authorized to do business in the State of Alabama. Evidence shall be made available upon request by the Commission no later than ten (10) days after award of this bid.

The Commission reserves the right to terminate the resulting Agreement for services/products resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the Commission.

The purchase of any quantity of any one product of service is in no way implied or guaranteed in this Invitation to Bid.

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of the Commission.

The term of the awarded Contract will be from Contract execution until specified date of ending. The Contract length will be 36 months.

Bid prices are firm and all inclusive as specified on the price sheet. No other cost will be accepted in the bid or subsequent Contract. Any and all cost must be made apparent and clearly stated. Hidden, extra, or fees after-the-fact may void the Contract.

### General Requirements

In order to be considered for the East Alabama Regional Planning and Development Commission vehicle tracking Contract, the Bidder must complete this document in full.

The following is required of any vendor:

- The bidder must have a valid Alabama Business License.
- The bidder must be available for questions, complaints, and dispute resolutions.
- The bidding will be awarded the Contract with the Commission and is responsible for execution of the Contract in full.
- A clear invoice is required for payment, reflected at a minimum, date of purchase, product description, work done, quantity, price per unit, total cost, and payment due date. The Commission requires a reasonable amount of time to pay the invoice.
- Bid Prices are all inclusive.
- Beason-Hammond Alabama Taxpayer and Citizen Protection Act". There is Certificate of Compliance that must accompany the Agreement per state law.



### E-Verify

The Commission and Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Commission and Contractor during the term of the Agreement to perform employment duties within Alabama and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Agreement with the Commission and/or State.

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

### Fraud/Criminality

In the event the vendor is suspected of or charged with fraud, misconduct, misleading representation, lying, or any other criminal activity associated with this bid or resulting Contract, the Commission shall cooperate fully and without hesitation with any and all legal authorities

### Disadvantaged Business Enterprise

It is the policy of the East Alabama Regional Planning and Development Commission that Disadvantage Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds. Companies selected for work by the East Alabama Regional Planning and Development Commission agree to ensure that Disadvantaged Business Enterprises as defined by 49 CFR Part 26 have the maximum opportunity to participate in performance of work associated with that project. We expect that all necessary and reasonable steps be taken to ensure that Disadvantaged Business Enterprises have the maximum opportunity to perform contract work.

Companies interested in this Invitation to Bid must be certified DBEs by the State of Alabama Department of Transportation at the time of submittal. Participating DBE firms must perform a commercially useful function, as defined in 49 CFR Part 26.

Companies planning to apply as DBEs that are not currently Alabama Department of Transportation certified must follow the Alabama Department of Transportation certification process. Submission of a completed application does not guarantee that certification will be issued on or before the proposal due date.

Further information about the certification process can be obtained by calling Ms. Walter Carr, DBE Liaison Officer at 334-242-6251 or email at [carrw@dot.state.al.us](mailto:carrw@dot.state.al.us) or by visiting <https://cpmsapps2.dot.state.al.us/alucp/home>

EARPDC DBE Goal is .28%.

### FTA Required Clauses

This procurement by the East Alabama Regional Planning and Development Commission uses grant funds from the Federal Transit Administration, an agency of the United States Department of Transportation. All contractual provisions required by the United States Department of Transportation, **as set forth in FTA Circular 4220.1F**, are hereby incorporated by reference into this ITB and shall be a part of any resulting Contract. ALL applicable FTA Required Clauses shall be a part of any Contract for work on this project, whether by the submitting firm, any subcontractor, or awarded bidder of any proposed work. 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 ITB or any Contract resulting from this ITB. The Respondent shall not perform any act, fail to perform any act, or refuse to comply with any Commission requests which would cause the Commission to be in violation of the FTA terms and conditions.

### Additional Conditions

This Invitation to Bid does not constitute an Agreement or requirement to enter into an Agreement. This document does not commit the Commission to any further action after opening, evaluating, and award. Selection and award of a vendor does not require any further action or purchase. The Commission shall be under no obligation to complete all or any portion of the procurement process described in this document.

All submissions shall be a matter of public record.

All cost of preparation and submission shall be at the cost of the bidder. There shall be no claim against the Commission, its Staff, or consultants for reimbursement for the payment of cost or expense incurred in the preparation of the Bid. Neither the Commission, its staff, consultants, nor advisors shall be liable for any claims or dangers resulting from the solicitation or preparation of the Bid document.

### Rights of the Commission

The Commission holds and may exercise, at its sole discretion, the following rights and options with regard to the Invitation to Bid and the procurement process in accordance with the provisions of the applicable law:

- To determine that any Submission received complies or fails to comply with the terms of this Invitation to Bid;
- To waive any technical non-conformance with the terms of this Invitation to Bid;
- To change or alter the schedule for any events called for in this Invitation to Bid upon the issuance of notice to all prospective Bidders whom received a copy of this Invitation to Bid;

- To conduct investigations of any or all Bidders, as the Commission deems necessary or convenient, to clarify the information provided as part of the Submission and to request additional information to support the information included in any Submission;
- To suspend or terminate the procurement process described in this Invitation to Bid at any time (in its sole discretion). If terminated, the Commission may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to Bidders.

### Addenda or Amendments

During the period provided for the preparation of responses to the Invitation to Bid, the Commission may issue addenda, amendments, or answers to written questions. Such addenda will be noticed by the Commission and will constitute a part of the Invitation to Bid. All responses to the Invitation to Bid shall be prepared with full consideration of the addenda issued prior to the submission date.

### No Warranty

Bidders are required to examine the Invitation to Bid, specifications, and instruction pertaining to the services requested. Failure to do so will be at the Bidder's own risk. It is assumed that the Bidder has made full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the Invitation to Bid, specifications, or instructions.

Bidders are responsible for implementation of all health and safety measure taken to complete the required services. The Commission assumes no responsibility for the health and safety of Bidder, Bidder's employees, or other associated personnel.

### Invoicing

Bidder agrees to submit to the Commission one (1) invoice for equipment, installation, and fees for the thirty-six (36) month access to data. This document clearly indicates the desire for a "complete package" that is all inclusive and to be paid for in one payment.

No invoice will be paid until all equipment is installed, access to data is active, and the Commission is satisfied with the work performed.

### Fleet

At the time of release of this document, there are:

8 25-passenger Ford E-450 vehicles used for the Areawide Community Transportation System's Fixed Route;

8 15-passenger Ford E-350 vehicles used for the Areawide Community Transportation System's ADA Paratransit and Public Demand Response Transit Programs.

### Current Equipment on Vehicles

The East Alabama Regional Planning and Development Commission's current GPS Tracking vendor is NexTraq. The commission will accept access using existing equipment or new equipment and access.

### Scope of Services

Bidder shall provide equipment, installation, web access, and service for a vehicle tracking system. Any equipment shall be installed by the bidder as part of the bid and at no additional charge. The device shall be mounted inside the vehicle and be unobtrusive, creating absolutely no safety hazard, able to tolerate temperature changes typical for east-central Alabama over the course of a year, interfacing with the vehicle but in no way inhibiting or modifying the operation of the vehicle.

The equipment shall provide on a website, at a minimum:

- Location of the vehicle within 3 meters or less
- Visual representation of bus location plotted over a 2D map (Google Map or similar).
- The website shall display the location of all active vehicles and update without having to refresh the page.
- Speed of vehicle
- Vehicle information when icon is clicked on
- Ability to customize vehicle name/number (Bus #1 for example) to match the EARPDC current type of vehicle inventory identification
- Ability to create geo-fences
- Direction of vehicle
- Time vehicle's ignition is engaged and stopped
- Idle time (to be determined what a reportable Idle Time is, i.e. beyond five (5) minutes)
- Email alerts for speeding
- Email alerts for vehicle movement outside of defined operating times
- Email alters for vehicle traveling beyond specific geographic boundaries

### Reporting

All vehicle location and status data shall be maintained online for a period of not less than 12 months for retrieval, analysis, display, and printing. This historical information shall include all data transmitted from vehicles (log-on/log-off data, vehicle system alarms, location data, arrival/departure, and data transmitted from other equipment on-board the vehicles. There shall be the ability for EARPDC to design customized reports. Reports will have the ability to export information as well as raw data to Excel (CSV) and PDF

- Fleet Management Reports
- Vehicle History

- Speed Infraction
- Speed Violation History
- Vehicle Idle Times
- Engine On/Engine Off
- Vehicle Speed Summary
- Geofence Violations Summary
- Vehicle Idle Time Summary
- Vehicle Travel-Time Reports

The web access must provide data in a readable format with monthly summaries of each vehicle's activities available in a downloadable format.

It is obvious different vendors will have different reporting formats. The Commission suggests that a sample report be included in the Bid documents.

Equipment must not drain the battery while vehicle is not being operated. This includes times of idleness of thirty (30) days or longer. If this is NOT possible with the equipment, Bidder must state and give suggestion—such as disengaging equipment.

The Commission must have web access to vehicle information. The Commission must be able to generate reports on all gathered data. Information must be available for retrieval for no less than (30) days after it is received. Longer storage and availability is requested. This will allow for any reporting/data gathering/billing/audit questions.

Equipment must be transferable to a new vehicle when the vehicle the equipment was originally installed on is taken out of service. Additional units may be purchased if fleet size exceeds the current inventory—that is to read, if new vehicles enter the fleet and others are not disposed. The transfer of tracking equipment may also occur if the vehicle to which it is attached is disabled in an accident—contingent upon assessment of the tracking equipment's condition after such an event.

### Warranty and Maintenance

All components of the Vehicle Tracking System should include a standard/limited warranty that begins once the system is accepted by EARPDC. Provide a copy of the warranty and maintenance terms in the proposal. Specify the following:

- Hardware, software, and vehicle equipment maintenance agreement terms, including the level of support provided.
- The services provided (what are the turnaround times for hardware repairs, etc.)

Toll free telephone support for administrative and operational users 24 hours a day 7 days a week. Notification shall be provided prior to any scheduled downtime and as soon as possible regarding any unscheduled downtime, with a detailed explanation, including length of service interruption. Up-time should be 99.9%.

EARPDC retains the right to negotiate purchase/warranty terms where appropriate. EARPDC also has the option of accepting or rejecting an extended warranty/maintenance agreement. State in the proposal any extended warranty/maintenance agreements that are available for the proposed equipment. Include annual software and hardware maintenance escalation percentages. Additionally, proposals should include descriptions of how new versions/upgrades of the software are released and what options customers have to migrate to these new versions. Specify if the new versions/upgrades are included in the purchase price.

### Training

The selected vendor shall provide training and support to include the following:

- Toll-free telephone support 24 hours a day, 7 days a week.
- On-site system implementation and support. Indicate number of hours included and description of training.
- Identify the number of hours of training for equipment installation and system functions for EARPDC staff including administration, supervisors and drivers.
- Operator manuals for hardware and software.

*(end of scope of services)*

### Print Material With Bid

Bidders are requested to include some type of printed material with the bid. The print material should give an example of the tracking system, showing at least screen shots what the actual product looks like. A summary of the types of reports that can be generated should be listed. In lieu of the printed material, a link to a demo of the product is acceptable. The Commission may ask for more information after the bid opening to further explain the product being submitted.

### Time of Execution of Contract

Upon award of Agreement by the East Alabama Regional Planning and Development Commission's Board of Directors, the Agreement shall be signed by the Commission and the Contractor. No purchase, invoice, or other activity shall take place regarding the Agreement until final approval is given by the East Alabama Regional Planning and Development Commission.

### Respondent Information

- a. Company Background – Include the number of years in business, location of headquarters and other offices as well as location of staff (including subcontractors) who will be involved in the EARPDC project.
- b. Qualifications and Experience – Provide relevant information regarding previous experience related to developing similar IT solutions for small sized transit systems.
- c. Names and locations of 3 (three) references involving similar projects. Include name, phone number, and email contact information.

- d. Scope of Services – A detailed description of the products and services bring proposed to meet the requirements set forth in the Bid.
- e. List of Project Personnel – Identify the contract person with primary responsibility for this project, additional personnel proposed for this contract and any subcontractors.
- f. Complete Price Sheet below.

#### Rejection of Bids

- Invitation to Bid's Identifying Title not on face of package submitted
- Bid documents received after the bid deadline listed previously in this document
- Incomplete Bid
- Multiple Bids in same envelope not submitted or properly identified
- Bid response not in the original form
- Bid documents not signed
- Requested information not submitted with bid
- Failure to acknowledge receipt of any addendum with bid

#### Resulting Contract

This document, along with any submission by the Bidder, shall become a part of the resulting contract. Expected date of contract start is October 1, 2023.

## 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, 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. § 200.334. 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 in accordance with 2 CFR § 200.337.
- 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 in accordance with 2 CFR § 200.337.

### 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 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.

**5. Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. 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).

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

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.

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).

## **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 (42 U.S.C. § 6201).

## **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.

### **NOTICE TO THIRD PARTY PARTICIPANTS**

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

### **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.

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.

**FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all 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 Recipient 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 Recipient, 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.

## **PATENT RIGHTS AND RIGHTS IN DATA**

### Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal

Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
- b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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



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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other

national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232,section 889 for additional information.
- d. See also § 200.471.

## **PROMPT PAYMENT**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

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.

## **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## **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 effected 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 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.

**TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

**Price Sheet**

Pricing should be based on seventeen (16) units. The final cost may allow for additional or less units purchased. Cost comparisons will be made on a “total” basis. The breakdown of costs below is for accounting and comparison of products, as well as a declaration that it is clear that this price is all inclusive.

Equipment (Based on 16 units)	\$ _____
Installation	\$ _____
36 Month Access Fee (Based on 16 units)	\$ _____
Total	\$ _____
Warranty (In terms of months)	_____

If pricing is “All Inclusive”, please indicate.  
If “No Charge”, please indicate.

Please indicate if the purchase of more units would decrease overall costs, or if price per unit with installation and access to data is the same no matter the number of units purchased.