

DATE: December 10, 2015

REQUEST FOR PROPOSAL: #16-22, AVL TRANSIT REALTIME INFORMATION SYSTEM

NOTICE TO PROPOSERS: Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.



CITY OF IOWA CITY

410 East Washington Street
Iowa City, Iowa 52240-1826
(319) 356-5000
(319) 356-5009 FAX
www.icgov.org

ADDRESS PROPOSALS TO:

City of Iowa City
Attn: City Clerk's Office
410 E. Washington St., RM 140
Iowa City, IA 52240-1826

Proposals shall be in a **sealed envelope or container** and clearly marked on the front "**Request for Proposal for AVL Transit Realtime Information System, RFP #16-22.**"

FAXED OR E-MAILED Proposals will not be accepted.

QUESTIONS: All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative. In order to receive a response they must be in written form and be submitted via e-mail no later than **January 5 , 2016, 5:00 p.m. (CST).**

June Nasby, Buyer II
june-nasby@iowa-city.org
(319) 356-5076

No other City Representative should be contacted regarding this Request for Proposal. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (CDT), January 13, 2016. Proposers shall submit five (5) copies of their proposal. One (1) original marked "**ORIGINAL,**" and four (4) copies marked "**Copy 1**", "**Copy 2**", "**Copy 3**", and "**Copy 4**" (each copy shall be complete with all supporting documentation).

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the proposer. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

BONDS AND INSURANCE: Insurance is required, as specified in Section III B.
No bid security is required or performance bond is required.

NO CONTACT POLICY: After the date and time established for receipt of proposals, any contact initiated by any Proposer or by a City of Iowa City Transit, University of Iowa, and the City of Coralville Transit representative, other than the Purchasing Division of the City of Iowa City representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.

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SECTION I. SUBMITTAL PACKAGE CHECKLIST

DOCUMENTS REQUIRED TO BE SUBMITTED WITH THIS PROPOSAL

(Please review the following checklist to make sure the documents are included in five (5) copies of their proposal. One (1) original marked “ORIGINAL,” and four (4) copies marked “Copy 1”, “Copy 2”, “Copy 3”, and “Copy 4” (each copy shall be complete with all supporting documentation.

Section One: Title Page

Provide the title of the Proposal being submitted, the RFP number, submittal date, and the name and logo of the company or companies submitting the Proposal.

Section Two: Cover Letter

Each proposer is to include with its Proposal a cover letter on the Proposer’s letterhead stating the Proposer has read, understands and agrees with all terms and conditions, and acknowledges any addendums as laid out in this RFP. The cover letter must also certify that the financial details in your Proposal will remain valid until 90 days from the date of Proposal submission.

Section Three: Company History/Executive Summary

This should describe the capability of your company to perform the specific tasks outlined in this RFP within the specified timeframe. Proposer should provide a complete description of the years of experience and qualifications to provide elevator maintenance service.

Section Four: Requirements and Options

This section should include information referenced in Section IV. Requirements and Options, B. Options (1-5).

Section Five: Warranty and Maintenance

This section should include information referenced in Section V. Technical Requirements, D. Warranty and Maintenance.

Section Six: Reports

This section should include information referenced in Section V. Technical Requirement, E. Data Storage and System Reporting.

Section Seven: Training and Timelines

This section should include information referenced in Section V. Technical Requirements, G. Training.

Section Eight: Pricing and Company Information form

This section should include information referenced in Section VII.

Section Nine: Federal Documents

The DBE form found at www.dot.state.ia.us/contracts/contracts_eoaa.htm must be completed and included.

The form (Lobbying) provided in Section VI. (Page 35) must be completed and included.

Section Ten: References

A list of three (3) previous clients of similar size, service area, and nature, with whom the respondent has provided similar services. Include name of company or agency and address, the name, title, and phone number of each contact person. Also, include the purchase and installation date.

References from the vendor must include agencies other than the City of Iowa City, The City of Coralville, and the University of Iowa.

Section Eleven: Conflict of Interest

The company shall identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. If no relationship has existed or does not presently exist, the company must make this statement in the submitted proposal (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).

Section Twelve: Exceptions or Deviations

Any Exceptions or Deviations that your company may have to this Request for Proposal document must be stated. If your company has no exceptions or deviations, please clarify that there are "No Exceptions." If you state no exceptions, you may not add your company's terms and conditions or any other unsolicited documents to your submitted proposal.

Section Thirteen: Liens

List any and all liens or unsatisfied judgments presently existing against your firm. If your firm has no liens or unsatisfied judgments you must state this also.

Note: The vendor's proposal must include the items listed above and must be sealed at submission time. Failure on the vendor's part to submit a sealed proposal and a complete proposal may be cause for rejection of the vendor's proposal.

Concise Proposals: The City of Iowa City discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The City of Iowa City's interest is in the quality and responsiveness of the proposal.

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

A. SCOPE OF WORK

The City of Iowa City is seeking contract pricing from qualified vendors to install and implement a vehicle tracking system and real time passenger information for The City of Iowa City, University of Iowa and City of Coralville transit systems now known as “Three Agencies”), in accordance with the terms, conditions and specifications contained in this Request for Proposal.

The three agencies have made plans to purchase vehicle tracking software technologies to track fixed route buses accurately in real-time and report information to the dispatcher and the public via an automatic vehicle location device

B. BACKGROUND INFORMATION

The three agencies provide fixed route and paratransit services through the Iowa City/Coralville corridor which includes the University of Iowa and North Liberty, IA. Nearly 7 million rides are provided annually by the three agencies with a combined fleet of 74 fixed route vehicles. Currently, the three systems are coming to the end of a five year contract of utilizing AVL services provided by Nextbus. This has also included in-house web and mobile applications that were created and available at www.ebongo.org. The three agencies intend to continue utilization of ebongo.org as the customer facing site to be marketed toward our users.

C. EXTENSIBILITY LANGUAGE:

Upon request, the results of this Request for Proposal may be extended to any other City of Iowa City department. In addition, the opportunity to purchase from this Request for Proposal may be extended to the Board of Regents Institutions and any of the State’s municipalities and agencies, counties, institutions of higher education, Iowa intergovernmental councils, and local school districts that do not rely upon the University of Iowa for funding, for formulation of Agreements if they should so choose. Any such usage must be in accordance with the policies of the respective entity and with the approval of the awarded vendor. The awarded vendor may determine it is necessary to charge delivery fees for entities located outside of the Iowa City area. The City is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such procurements.

D. PERIOD OF CONTRACT

The initial contract shall commence on January 1, 2016 and end on December 31, 2021.

E. COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing goods and services similar to those specified herein for a period of at least **five (5) years** and to at least **three (3) clients** similar in size to the City of Iowa City. In addition, firms considered must be presently engaged in the provision of these services. It may be necessary to produce evidence the firm has established a satisfactory record of performance for this period of time.

F. PROPOSAL REQUIREMENTS

1. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a Proposer implies acceptance of the terms and conditions herein, unless otherwise stated.
2. The format of the Proposer’s proposal must be consistent with the format of the specifications listed.

3. The Proposer is responsible for all costs related to the preparation of the submitted proposal.
4. Any costs associated with this project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer, and will be deemed included in the fees and charges proposed herein.
5. Proposed pricing shall specify F.O.B. destination and include all delivery and shipping costs.
6. Responses may be rejected if the vendor fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal
 - b. To demonstrate competence, experience, and ability to provide the equipment and services described in this Request for Proposal
 - c. To submit a response on or before the deadline and complete all required forms
 - d. To respond to a written request for clarification or additional information
 - e. To fulfill a request for an oral presentation and demonstration of the proposed system, all costs associated with the demonstration shall be the responsibility of the Proposer.
 - f. To submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

G. CONFIDENTIALITY:

Responses to this RFP become the exclusive property of the three agencies. All documents submitted in response to this RFP may be regarded as public records and may be subject to disclosure. Protection from disclosure generally applies to those elements in each submittal which are marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". During the course of the submittal evaluation process or the course of the project, the Buyer II will accept materials clearly and prominently labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by the respondent or other submitting party. The Buyer II will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" as it determines to be appropriate. Respondents which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive.

The Buyer II will endeavor to advise the Respondent of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the proposer or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested material, the proposer shall be solely responsible for notifying the submitting party of the request. The three agencies sole responsibility is to notify the proposer of the request for disclosure, and the three agencies shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the three agencies or its officers, employees, consultants, or subconsultants.

H. PROTEST PROCEDURES:

Protests may be made by prospective Proposers or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. The three agencies will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Iowa City Transit, 410 E. Washington Street, Iowa City, IA 52240.

Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- (a) Name, address, and telephone number of protestor,
- (b) Identification of contract solicitation number,
- (c) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents,
- (d) A statement as to what relief is requested.

Protests must be submitted to Iowa City Transit in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

In the procedures outlined below, the General Manager is considered to be the Contracting Officer.

Protests Before Bid Opening - Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to bid opening or closing date for receipt of proposals. If the written protest is not received by the time specified, proposals may be received and an award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or response from other Proposers, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of Contracting Officer's request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other Proposers. In failure of any party to timely respond to a request for information, it may be deemed by the Contracting Officer that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by the three agencies, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of informal hearing.

Protests After Bid Opening/Prior to Award - Bid protests against the making of an award by the three agencies must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the three agencies. Notice of the protest and the basis therefore will be given to all Proposers. In addition, when a protest against the making of an award by the three agencies is received and it is determined to withhold the award pending disposition of the protest, the Proposers whose proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the proposal.

Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless the three agencies determines that:

- (a) The items to be purchased are urgently required
- (b) Delivery or performance will be unduly delayed by failure to make award promptly, or
- (c) Failure to make award will otherwise cause undue harm to the three agencies or the federal government.

Protests to Federal Transit Administration (FTA) - Under certain limited circumstances, an interested party may protest to the FTA the award of a contract pursuant to an FTA grant. FTA's review of any such protest will be limited to:

- (a) Alleged failure by the three agencies to have written protest procedures or alleged failure to follow such procedures, or
- (b) Alleged violations of specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

Protestors shall file a protest with FTA not later than five (5) working days after a final decision of the three agencies Contracting Officers is rendered under the three agencies protest procedure. In instances where the protestor alleges that the three agencies failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) federal working days after the protestor knew or should have known of the three agencies failure to render a final determination in the protest.

Submission of Protest to FTA - Protests submitted to FTA should be submitted to the FTA Regional Office in Kansas City, Missouri with a concurrent copy to Iowa City Transit. The protest filed with FTA shall:

- (a) Include the name and address of the protestor
- (b) Identify the request for proposal number
- (c) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow the three agencies protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible
- (d) Include a copy of the local protest filed with Iowa City Transit and a copy of the three agencies decision, if any.

I. TERMINATION:

The following language outlines conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Contractor.

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

b. 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 three agencies 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 only be paid 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 three agencies 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 three agencies 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.

c. Opportunity to Cure (General Provision) The three agencies 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 the three agencies satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the three agencies setting forth the nature of said breach or default, the three agencies 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 the three agencies from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the three agencies elect to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the three agencies shall not limit the three agencies remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. 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 three agencies may terminate this contract for default. The three agencies 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 Recipient.

J. CONTRACT AWARD

1. The vendor's proposal must be complete to be considered for award. All submitted proposals must meet the requirements of this Request for Proposal. The three agencies reserve the right to disqualify incomplete proposals.
2. The vendor shall not subcontract any part of this contract without the prior written approval of the three agencies. All sub-contractors working on this contract must be employed by and responsible to the Awarded Contractor. The Contractor will be responsible for ensuring that all subcontractors working on this contract comply and meet all educational and licensing requirements referenced in the Request for Proposal.
3. The three agencies reserve the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the three agencies. The three agencies reserve the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the three agencies. The three agencies reserve the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
4. It is the intent to make an award within sixty (60) working days of the proposal due date. An award will be made to one (1) vendor, but the three agencies will issue separate contracts.
5. Award, if made, will be in accordance with the terms and conditions herein.
6. Award, if made, will be in the form of a Purchase Order.
7. Consideration may be given to functionality, upgradeability, compatibility, product reliability, guarantees and warranty period, product availability, discounts and pricing, references, vendors adherence to specifications, technical expertise, company's reputation, technology and equipment, length of time committed for firm pricing, customer service and experience, and past experience of the three agencies with the vendor.
8. The Vendor selected to receive the proposal will be responsible for the removal of boxes and debris during and after installation.
9. Awarded vendor shall provide at least three (3) sets of all standard software and hardware manuals and training manuals upon delivery at no charge. Thumbnail drive(s) of this information must also be included, at no additional cost to the City.
10. Awarded Vendor will be given the City of Iowa City contract compliance document to complete and return before a purchase order is issued.

11. Awarded Vendor will be required to submit a current certificate of insurance individually to each of the Three Agencies before a purchase order is issued. The certificate of insurance shall include the following items:
 - The Three Agencies will be named as additional insured
 - Project bid number and project title as the description
 - Insurance carriers will be rated as A or better by A.M. Best

K. AUDIT AND INSPECTION OF RECORDS:

In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R § 19.48(d), and 49 U.S.C. § 5325(a), provided the Procuring Agency is the FTA Recipient or a sub-grantee of the FTA Recipient, the Contractor agrees to provide the Procuring Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

1. In the event of a sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable), or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

2. For Contract modifications or change orders the Contracting Officer, the U.S. Department of Transportation (if applicable), or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete, or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment and the Procuring Agency shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

3. For any cost reimbursable work the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable), or their representatives shall have the right to examine books, records, documents, and other evidence, including review of accounting principles and practices that reflect properly all direct and indirect costs incurred as related to said cost reimbursable work.

a. The materials described in Paragraphs 1, 2 and 3 above shall be available at the Contractor's office at all reasonable times for inspection, audit, and making excerpts and transcriptions until 3 (three) years from the date of final payment under the Contract except that the materials described in Paragraph 1 above shall also be available prior to any award and materials relating to "Service and Parts".

b. The Contracting Officer and his/her representative and any other parties authorized under this clause shall employ sound business practices to protect the confidence of the data specified under this clause, for which the Contractor provides access, against disclosure of such information and material to third parties except as

permitted by the Contract. The Contractor shall be responsible for ensuring that any confidential data bears appropriate notices relating to its confidential character.

c. The requirements of this section are in addition to other audit, inspection, and record-keeping provisions specified elsewhere in the Contract documents.

L. DELIVERY AND INSTALLATION:

AVL Hardware and related equipment shall be delivered to the following locations and may be preceded by a cursory inspection of the AVL Hardware and related equipment.

Iowa City Transit 1200 S. Riverside Drive Iowa City, IA 52240	Coralville Transit 900 10 th Street Coralville, IA 52241	University of Iowa 517 S Madison St Iowa City, IA 52242
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Any deviations to the delivery points must be approved by three agencies.

The AVL Hardware and related equipment shall be delivered as agreed upon by the three agencies and the awarded vendor. Hours of delivery shall be 8 a.m. through 3 p.m., Monday through Friday.

M. EVALUATION PROCESS

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the vendor to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the vendor. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City’s requirements. The following table lists the maximum points associated with each category.

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City’s requirements and terms and conditions, proposed pricing, references and experience, and overall responsiveness to the Request for Proposal.

“Vendor submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
1. Pricing	35
2. Proposed Product and Functionality	50
3. Customer Satisfaction/References/Experience/Previous Experience with the City	<u>15</u>
Total	100

N. SPECIFIC CONDITIONS AND INSTRUCTIONS

The above conditions and instructions clarify this specific Request for Proposal document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Section III).

SECTION III. GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.

REQUEST FOR PROPOSAL (RFP): is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is **NOT** a bid and is not governed by state or federal bidding requirements.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. **NO CONTACT POLICY.** After the date and time established for receipt of proposals by the City, any contact initiated by the Proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.
2. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office
City of Iowa City
410 E. Washington St., RM 140
Iowa City, Iowa 52240-1826

4. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

5. RECEIPT OF PROPOSALS. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. TRADE SECRETS OR PROPRIETY INFORMATION. The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. OFFICERS NOT TO BENEFIT. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. EQUAL EMPLOYMENT OPPORTUNITY. All Proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.

B. BONDS AND INSURANCE

1. **BID SECURITY**. When required, no bid shall be considered unless accompanied by either of the following forms of bid security:
 - a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
 - b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful Proposer fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more Proposers may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. **PERFORMANCE BOND**. When required, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.
3. **INSURANCE REQUIREMENTS**. When required, the successful Proposer shall provide insurance as follows:
 - a. Certificate of Insurance; Cancellation or Modification
 1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
 2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
 3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.

4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

b. Minimum Coverage

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Informal Project Specs: Class I (under \$1M)

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor's Insurance carrier be "A" rated or better by A.M. Best.

C. SPECIFICATIONS

1. FORMAL SPECIFICATIONS. The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the Proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. PROPOSED ALTERNATE. When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the City unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. QUALIFICATIONS, CREDENTIALS AND REFERENCES. The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.

4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website:
<http://www.icgov.org/default/apps/equipment/commodities.asp>

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the Proposer's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

D. SELECTION OF FIRM

1. **REJECTION OF PROPOSALS.** The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION.** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
 - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
 - Guarantees and warranties.
 - Ability, capacity and skill to provide the commodities and/or service required within the specified time.
 - Ability to provide future maintenance and service.
 - Character, integrity, reputation, experience and efficiency.
 - Quality of performance of previous and/or existing contracts.
 - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
 - Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
 - If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
 - Such other relevant information as may be secured by the City.
 - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.
4. PRICING REQUIREMENTS. All pricing submitted by the Proposer shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).
5. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. CONTRACT AWARD. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.
2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. AVAILABILITY OF FUNDS. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.
4. CHANGE IN LAWS: In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
5. CONTRACT ALTERATIONS. The City reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the City and the Proposer. The Proposer shall not commence any additional work or change the scope of the Service until authorized in writing by the City. Proposer shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Proposer

and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

6. SUBLETTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
7. CONTRACT PERIOD. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
 - a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
 - b. Terminated due to default, as described below.
8. DEFAULT. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified Proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.
9. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.
10. FORCE MAJEURE. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.

11. INDEMNITY. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage arising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
- b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

12. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

13. CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in the Iowa District Court in and for Johnson County, Iowa City, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation immunity in State or Federal court, which may be available to the City.

F. PAYMENT PROVISIONS

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.
2. **INVOICING.** Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice to:

Purchasing Division	Coralville Transit	University of Iowa
City of Iowa City	900 10 th Street	Attn: Brian McClatchey
410 E Washington St	Coralville, IA 52241	242 WCTC
Iowa City, Iowa 52240		Iowa City, IA 52242
3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.
4. **TAXES.** The Three Agencies are exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

SECTION IV. REQUIREMENTS AND OPTIONS

The City of Iowa City, University of Iowa and City of Coralville are seeking a vehicle tracking system utilizing GPS technology in conjunction with vehicle location and mapping software to track vehicle locations enroute in real-time. This system must provide route and vehicle information in real-time via a web interface to passengers, the dispatcher, and managerial personnel. The primary purpose of the system is to enhance daily fixed-route service, and must be equipped with reporting capabilities to accurately data stream operational service information (e.g., route timing, passenger wait time, trip counts, operator performance, vehicle speed and movement). This is essential for the completion of performance criteria, the analysis of daily operations, and long term program planning and analysis. The vehicle tracking system must include the functionality for hardware/software components to be installed in up to 85 vehicles.

The functional requirements for the desired application follow. Proposals must provide a response to each of the requirements with a detailed explanation of the capability of the proposed products or services to provide the desired functionality.

The core requirements represent the minimum functionality the agencies expect to acquire. The optional requirements represent functionality that the agencies may or may not acquire as a result of this RFP and as funding becomes available.

A. CORE REQUIREMENTS

1. Vehicle Tracking Software

The vehicle tracking software must utilize GPS in conjunction with vehicle location and mapping software to accurately track bus locations onroute, in real-time, and provide visual mapping displays. The GPS readings of the bus location must occur in real-time with vehicle location information posted on a graphical user interface (GUI) map display available on a public website and viewable through various devices (smart phone, kiosk, bus stop, PC, etc.). The system should be equipped with a notification service, whereupon users can subscribe and be able to select one route, multiple routes and/or individual bus stops and be notified when the next bus is coming.

Real time tracking means that a vehicle's location is reported via an AVL device installed on each vehicle and transmitted to an internet server with a delay of not more than 15 seconds. This is done through the use of GPS for pinpointing the location and a wireless communication system (i.e., cellular GPRS, WIFI or two-way radio) for transmitting the information to an internet server. Proposer should indicate their recommended rate of transmission for a system such as this.

2. Vehicle Location Data

The vehicle tracking software must provide a GUI real-time automatic vehicle location data display. Vehicle icon on the map display shall clearly indicate vehicle ID, route, direction, and location. Proposers should provide detailed explanations of existing maps and software mapping components and how they work with other components of the system. Screen shots of display windows utilized by dispatch and/or the passenger should be provided describing key features, attributes, and the information available within the mapping component. The Proposer should describe in detail all supported components that it provides, to include the features within each component as well as software and hardware required for implementation.

3. Maps

The vehicle tracking software must include integrated maps with detailed maps of the City of Iowa City, University of Iowa, City of Coralville and City of North Liberty, streets and buildings, local and regional areas, and major landmarks. The map views should include standard map display features (zoom in/out, panning, etc.). The maps should have an automatic refresh feature with the option of refreshing the map views 'upon-demand' by

the dispatcher and the general public. The geo-spatial object management portion of the system should provide capabilities to trace routes, place stops and landmarks on the map for dispatchers and the general public to see.

4. Route Management

The vehicle tracking system must include a route management module which can be utilized by the dispatcher to effectively manage the route and determine the location of any vehicle in service. The system must provide the dispatcher the necessary real-time information to manage vehicle fleets whether they are on fixed routes, in the facility, or on special on-demand events. The system should display the time each bus arrives at each stop per route and the "wait times" (e.g., how long until the bus is at the stop). The software should include a GUI real-time dispatch display that clearly indicate status (i.e., color-coding), with emphasis on off-route or off-schedule vehicles. The software should include a predictive estimate of bus arrival times at designated stops based on the historical data utilizing average speed of the bus and traffic impacts or through another methodology that a Proposer might wish to offer. The vehicle icon on the dispatch display should clearly indicate vehicle ID, route, directional status and date & time of last GPS update.

Proposers should provide detailed explanations of route management components and how they work with other components of the system. Screen shots of applicable windows should be provided describing key features, attributes, and the information available within the management component. Proposers should provide screen shots of display windows describing key features, attributes, and the information available on the dispatch display.

5. Customer Interfaces

The vehicle tracking system must include a public interface that provides customers with bus location information and real time scheduling information. At a minimum, the bus locations are to be displayed on a map available on the web and include details available for each bus (showing route, minutes late/early, etc.) and at each stop (showing next scheduled time and predicted time of next arrival). Proposer should also describe other information distribution interfaces that are available with their product such as interactive touch-tone telephone number(s), stop-based electronic displays, text/SMS messaging, smart phone applications, etc.

6. Access to Location Data

Access to all real-time and archived vehicle location data must also be available to third party applications for external development purposes. Proposer should indicate which method would be used (XML, RSS, JSON, SQL, etc.). This data must be provided free of charge to third parties without copyright restriction.

7. Interface with Scheduling and Dispatch Software

Proposers should describe how schedule data is entered into the system, and the process used to download information into the necessary components on the vehicle.

The system shall receive incoming messages such as logon, logoff, location reports, covert/device alarm messages, text messages, and trip completion events. The system shall log all outgoing and received data in a historical database, including date/time, GPS latitude/longitude, vehicle number, run number, message type, and message content. The historical database shall be read-only. Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools. A list of compatible scheduling software programs should be provided with each proposal.

B. OPTIONS

1. LED and LCD Signage

It is preferred that the vehicle tracking system include integrated text-only LED signage to display arrival predictions on bus routes. The LED signs must be fully integrated with the vehicle tracking system and placed either outdoors or indoors at bus stops, kiosks, or in major buildings. Signs placed outdoors must be weatherproof and sunlight readable.

Proposer is to describe the communications infrastructure requirements (e.g. wired ethernet connections, wireless data communications). Proposer to also describe the sizes of the signs, power requirements, pre-set timing options, and display options. Proposer should provide sample views of LED signs.

2. Automatic Passenger Counter Requirements

It is preferred that the vehicle tracking system include a compatible automatic passenger counting (APC) module with full logic to count all boarding and departing passengers at each stop and calculate the number of riders on-board after each stop. Passenger counting should only be performed when the door is open. It is preferred that the APC component be integrated with the vehicle location data that is collected and transferred via the wireless communications network to the dispatch center after each stop. Specific features of the APC component should include/provide for:

1. Capture and storage of passenger count data.
2. Reports generated from passenger count information, to include:
 - a. Passengers on and off at specified stops, times, or stated time periods.
 - b. Ridership counts by route, trip, or stated time periods.
3. A means to verify proper operation of count sensors and to diagnose problems.
4. The passenger count sensors should be configured, positioned, and adjusted to reliably detect the presence and direction of each passenger's movement, whether boarding or alighting from the bus.
5. The sensors must be discrete components that transmit passenger count information to the dispatch center in real-time.
6. The sensors should be electro-optical devices (i.e., infra-red) and should not require physical contact with the passengers being counted.
7. The sensors should be capable of operating within a transit environment and proper alignment should not be susceptible to normal vibrations found on a bus.

The Proposer should clearly describe how the passenger count data is obtained and stored as well as the equipment and hardware required for storage and transmission to central dispatch. Additionally, Proposers should describe the reports available from the passenger count data, and provide sample reports in the proposal.

3. Automated bus stop announcements

The agencies would like to receive proposals for its AVL system to include the capability of making automated bus stop announcements in keeping with the requirements of the Americans with Disabilities Act (ADA). This capability is to be installed on all buses. It should be capable of making both interior and exterior announcements as required by the ADA. Exterior announcements should be able to be "silenced" by time of day on a system wide basis. Agencies should have the ability to make modifications to announcements in-house

4. Route Modifications

The agencies prefer to have the ability to make modifications to the route maps, schedules, etc., in order to accommodate temporary detours that result from constructions, emergencies, etc. Proposers shall submit information outlining the process for these modifications if this is able to be provided. Should this not be allowable, the agencies require that upon request, all route modifications be complete within two weeks of submission. Upon request of a route addition or modifications the agencies require that the an estimated cost be submitted for the work to be performed. Hourly rate schedule shall be included in proposal submission for charges related to route modifications.

5. On-Board Wifi

Proposers are encouraged to submit information related to on-board wifi systems, its functionality, how it will integrate with the AVL system and its cost.

SECTION V. TECHNICAL SPECIFICATIONS

A. DATA AND INFRASTRUCTURE

Proposers should recommend a data network that will provide real time vehicle location data for a minimum of 100 vehicles in total of which up to 85 can be operating at the same time.

The Proposer should define the specifications for the data communications protocols and the time delays that will occur between capture of GPS coordinates and data transmission to the map views. The Proposer should state the maximum number of vehicles that can be supported by the data communications being proposed. Additionally, Proposers should describe in detail the means for monitoring the status of communications between each vehicle and the central dispatch center. Proposer should clearly identify all equipment necessary to transmit data between vehicles and the dispatch center. Proposers must identify how proposed data network will resolve for potential interference restrictions (i.e., dead-zones). Proposer must describe in detail all hardware, software, wiring, and interconnections necessary, to include pricing, for automatically transferring data between vehicles and central dispatch and posting data to graphical user interface (GUI) map views.

B. HOSTED SOLUTION

It is the desire of the agencies to have the AVL system hosted by the Proposer or at a third party hosting facility, in order to provide 24/7/52 operations support including system backup and recovery and general system maintenance.

1. If the solution requires systems onsite, specify the minimum and recommended hardware requirements for servers, work stations, and software necessary to operate the system(s). Also, specify if a VMware ESXi 4.1 virtual server implementation can be supported.
2. Any network configuration and security requirements necessary to operate the system(s) must be specified. Network and interface diagrams showing the relationship between servers, workstations, other devices, and the internet should be provided.
3. System should utilize a robust database engine. All data collected should be backed up so that no data is lost.
4. The end user and administrative software should have a graphical user interface run on standard Windows workstations on a multi-user local area network or via the internet. The system shall be Web based and accessible from any desktop, tablet, smartphone, etc. A non-Java dependant interface is preferred. A description of any desktop installation requirements including drivers, Java versions, components, etc., must be provided.
5. Database must be thoroughly documented to facilitate data import/exports and ad hoc query and reporting. Documentation should include a detailed data dictionary, Entity Relationship diagrams, and Data Flow diagrams.
6. Must be compatible with third party reporting tools. Please indicate with which 3rd party reporting tools the database is compatible.
7. The system must have the capacity to both import and export data on a regular and automated basis either through Proposer API or defined database access protocol.
8. A description of the security features of the application should be provided. This includes anti-intrusion measures at the client, business object and database levels, auditing and logging features, and user management controls. In addition, it is desirable for user logon and access rights to be integrated with Active Directory.
9. Historical data must be available for retrieval for a minimum of 24 months before being archived.

C. SOFTWARE AND HARDWARE REQUIREMENTS

Proposer to respond to the requirements below for self-hosted software applications;

1. Proposer to assume responsibility for complete delivery, setup, configuration, and installation of software and hardware. Proposer must work directly with hardware provider to provide a smooth and seamless data transmission between communications devices and software applications.
2. A system solution that uses proven open technology, with minimal operational impacts to passengers, vehicle operators, and dispatchers, and a system which requires minimal system customization. Any new or customized software requiring further development shall be indicated in the proposal. The agencies must approve the design and functionality of any new or customized software prior to development.
3. All equipment must be current production/state-of-the-art, commercially rated and manufactured by well established and reputable manufacturers. Equipment must be readily available for the expected life-span of the system as needed for repair, replacement or expansion/upgrades.
4. The Proposer must certify that the proposed equipment is designed for and suitable for the agencies intended purpose of fixed route services, which require long-life and high reliability under adverse conditions.
5. All electronic equipment should be solid-state design, and all equipment housings should be waterproof and dust-proof.
6. All Proposer-provided on-board equipment should operate properly under the environmental conditions encountered on board the vehicles including conditions pertaining to temperature, humidity, dust/dirt, power variations, shock, and vibration. Proposer must include failure rates of on-board equipment experienced.
7. The Proposer's proposal must include all vehicle wiring and connectors required for the equipment. The wiring and connectors should be appropriate to the transportation environment where the equipment is to be installed. Shielded cables should be provided where necessary to avoid interference problems.

D. WARRANTY AND MAINTENANCE

All components of the vehicle tracking system should include a standard/limited warranty that begins once the system is accepted by the agencies. The Proposer should provide a copy of the warranty and maintenance terms in the proposal. The Proposer should specify the following;

1. Hardware, software, and vehicle equipment maintenance agreement terms, including the level of support provided.
2. The services provided (what are the turnaround times for hardware repairs, etc.).
3. Toll free technical support number provided during the hours of 8:00 a.m. to 5:00 p.m. Central Standard Time (CST) Monday through Friday. Include information on evening and weekend support hours and services.
4. Response time for emergency callback must be less than two (2) hours on a 24/7 basis.

Notification should 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.

The agencies retain the right to negotiate purchase/warranty terms where appropriate and have the option of accepting or rejecting an extended warranty/maintenance agreement. The Proposer should state in the proposal any extended warranty/maintenance agreements that are available for the proposed equipment. Proposers should include their

annual software and hardware maintenance escalation percentages. Additionally, Proposers 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.

E. DATA STORAGE AND SYSTEM REPORTING

The vehicle tracking system shall collect vehicle location data and store it for reporting as required. The reporting component should provide monthly, annual, year-to-date, and ad-hoc operational reports on vehicles, drivers, locations, etc. Typical reports would include:

1. On-time performance, including count of early and late stop departures and wait times.
2. Vehicle usage
3. Route statistics (schedule adherence, historical routes driven, defined routes, off- route vehicles, etc.)

The Proposer should describe in detail the reports available, including sample reports. If one or more of the reports is not currently available, the Proposer should include the cost for developing such reports.

F. DOCUMENTATION

All aspects of the vehicle tracking system and individual components should be clearly and thoroughly documented for both technical and non-technical support staff and for end-user understanding. Documentation should encompass detailed product descriptions as well as step-by-step instructions on how to utilize the equipment. Documentation should be geared towards varying audiences to include vehicle operators, dispatchers, network support staff, area managers, transit operators, and maintenance technicians. Documentation materials should be broken into the following areas and/or functions;

1. Computer hardware, systems software, and equipment specifications.
2. End-user focused materials on "How To" operate the equipment within each of the vehicle tracking system components. For example, detailed step-by-step instructions should be included for:
 - a. Traveler Information Features (Web Interface, etc.)
 - b. Map Creation and Views (Zooming, Multiple Views, Ad-Hoc Maps, Map Maintenance, etc.)
 - c. Wireless Data Communications (Usage of wireless equipment and data transmission procedures)
 - d. Route Management and Performance (Dispatcher)
 - e. Driver Scheduling Software – For 3rd party application.
 - f. Data Storage and Reporting (Report Generation, Ad-Hoc Report Creation, etc.)
 - g. Data Access including API for use in developing 3rd party applications.
 - h. Automatic Passenger Counters - If proposed (Equipment and Maintenance)
 - i. Automated Bus Stop Announcements – If proposed (Equipment and Maintenance)
 - j. On Board Surveillance Camera System – If proposed (Equipment and Maintenance)

3. On-going support with various options (on-line, phone, etc.)

G. **TRAINING**

The Proposer should provide training support to address all aspects of the vehicle tracking system and individual component parts. The Proposer should provide on-site consultation and training throughout the implementation process. Training should be provided for both technical, non-technical support staff, and end-user administrators and staff. Training should encompass demonstrations of the overall product and individual component parts. Step-by-step instructions should be demonstrated on how to install and/or use the equipment for varying audiences to include vehicle operators, dispatchers, network support staff, area managers, transit operators, and maintenance technicians.

Detailed documentation materials (as described above) should be include in training sessions to provide the level of depth required to effectively administer and operate the vehicle tracking system and its component parts.

The Proposer should describe in detail the training support and service, and suggested training plan, with proposed timelines, for varying stages before, after and during the project. The following should be included:

1. On-site system implementation consultation and support. Proposer to state the number of hours provided of training for each type of user and software function.
2. Hardware/equipment and vehicle installation training. Proposer to state the number of hours provided.
3. Field training for dispatchers, field supervisors, and field operators. Proposer to state the number of hours provided.
4. Administrator training for administrators and support staff. Proposer to state the number of hours provided.
5. Training for the 'trainers'. Proposer to state the number of training hours provided.
6. On-going training support and various training options (on-line, CBTs, etc.).

The Proposer should describe in detail the training support and service, and suggested training plan, with proposed timelines, for varying stages before, after and during the project.

H. **INSTALLATION**

The Proposer shall be responsible for all aspects of the installation of the AVL System and other optional components at all three agencies. Installation shall include testing to ensure all equipment is working in accordance with the specifications approved by the agencies and Proposer.

SECTION VI. REQUIRED FEDERAL TRANSIT ADMINISTRATION CLAUSES

The following Federal Transit Administration (FTA) contract clauses are required for this procurement and will be incorporated herein to the agreement upon contract award:

A. NO OBLIGATION BY THE FEDERAL GOVERNMENT

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

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

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

Requirements for Access to Records and Reports by Types of Contract

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

D. 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.

E. CIVIL RIGHTS

The following requirements apply to the underlying contract:

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

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

F. DISADVANTAGED BUSINESS ENTERPRISES

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation FFY2014 through FFY2016 is **1.00%**. A separate contract goal **has not** been established for this procurement.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **the agencies** deem appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

3. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **agencies**. In addition, **the contractor is required to return any retainage payments to those subcontractors**

within 30 days after incremental acceptance of the subcontractor's work by the agencies and contractor's receipt of the partial retainage payment related to the subcontractor's work.

4. The contractor must promptly notify **the agencies**, 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 agencies**.

Proposers shall make a good faith effort to encourage DBE participation in this project. Contractors who document that DBE commitments on this project meet or exceed the agencies goal for DBE participation of 1.00% will be assumed to have made good faith effort to utilize DBE firms. DBE firms who bid as prime contractors will be considered to have met the goal. Form 102115, DISADVANTAGED BUSINESS ENTERPRISE INFORMATION STATEMENT OF DBE COMMITMENTS shall be submitted as a means of documenting results of measures a prospective contractor took to encourage DBE participation under its bid. Form 102115 can be found at <http://www.iadotforms.dot.state.ia.us/iowadotforms/Library.aspx>. Specific details regarding measures a prospective contractor has taken to involve DBE firms in its bid proposal in response to this RFP should be submitted with each bid to provide bid reviewers with a basis for determining whether good faith measures have been taken by a prospective contractor to responsibly address this requirement (Note: specifics about such measures should be attached to your Form 102115).

Proposers shall submit Form 102116, CERTIFICATION OF DBE ACCOMPLISHMENT with the documents required prior to final acceptance of work performed and release of project payment retention. A directory of DBE firms can be obtained from the web at

www.dot.state.ia.us/contracts/contracts_eeoaa.htm

G. INCORPORATION OF FEDERAL TRANIST ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with requests which would cause the City of Iowa City, University of Iowa or City of Coralville to be in violation of the FTA terms and conditions.

H. TERMINATION

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

3. Opportunity to Cure (General Provision) the agencies 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 the agencies satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the agencies setting forth the nature of said breach or default, the agencies 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 the agencies from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach In the event that the agencies elect to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the agencies shall not limit the agencies remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

I. 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.

J. RECYCLED PRODUCTS

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

K. SUSPENSION AND DEBARMENT

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

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

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

The certification in this clause is a material representation of fact relied upon by **the agencies**. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to **the agencies**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

L. DISPUTES

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

Performance During Dispute - Unless otherwise directed by the agencies, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore 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 agencies and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the agencies 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 agencies, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

M. CLEAN AIR

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

N. CLEAN WATER

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

O. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE STANDARDS

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU §5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*Applicable to ITS projects*)

P. LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

SECTION VII. PRICING AND COMPANY INFORMATION FORM

The cost for this project must include all costs for required equipment, tools, supplies, wiring, material, skill and labor, training and other resources needed for the full functionality and use of the system. All prices shall include shipping and be designated F.O.B. destination. Add additional lines as needed.

(To receive pricing and company information form in word email june-nasby@iowa-city.org)

One-Time Costs

Description of Item	Unit List Price	# of Units	Extended Price
1.)	\$ _____	_____	\$ _____
2.)	\$ _____	_____	\$ _____
3.)	\$ _____	_____	\$ _____
4.)	\$ _____	_____	\$ _____

Recurring Costs

Description of Item	Cost per Month	# of Units	Extended Price
1.)	\$ _____	_____	\$ _____
2.)	\$ _____	_____	\$ _____
3.)	\$ _____	_____	\$ _____
4.)	\$ _____	_____	\$ _____

Project Year Breakdown

	One Time Cost	Recurring Cost	Total
Year 1 Costs	\$ _____	\$ _____	\$ _____
Year 2 Costs	\$ _____	\$ _____	\$ _____
Year 3 Costs	\$ _____	\$ _____	\$ _____
Year 4 Costs	\$ _____	\$ _____	\$ _____
Year 5 Costs	\$ _____	\$ _____	\$ _____

Options

Description of Item	Unit List Price	# of Units	Extended Price
1.)	\$ _____	_____	\$ _____
2.)	\$ _____	_____	\$ _____
3.)	\$ _____	_____	\$ _____
4.)	\$ _____	_____	\$ _____

Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: _____
Phone Number: _____
E-mail Address: _____

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to perform the contract as described in the proposal documents.

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

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

AUTHORIZED SIGNATURE:

Name of Firm: _____
Authorized Representative: _____
Signature of Representative: _____
Title of Authorized Representative: _____
Address: _____
City/State/Zip: _____
Phone Number: _____
Fax Number: _____
E-Mail Address: _____
Date Signed: _____

Addenda Form

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____