

Rural Economic Assistance League, Inc.



**Request for Proposals(RFP)
RFP #2020-1215
for
On Board Video Surveillance Camera Systems**

Proposals must be submitted
No later than Friday, March 12, 2021
By 5:00 pm CST, Alice, TX 78332

LATE PROPOSALS WILL BE REJECTED

For further information regarding this RFP contact Martín Ornelas
Via email: martin.ornelas@realinc.org

Date Issued: January 15, 2020

**Rural Economic Assistance League, Inc
301 Lucero St.
Alice, TX 78332
www.realinc.org**

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RFPEventsTimetable

ACTION

ON

RFP packets made available for distribution

January 15, 2020

Deadline for Respondent Request for Questions,
Clarifications or Modifications

January 29, 2021

REAL, Inc. posts Addendum for Answers, Clarifications
and Modifications

January 29, 2021

RFP deadline:

March 12, 2021

**RFPs must be received & date-stamped by 5:00pm at
Rural Economic Assistance League, Inc
301 Lucero St.
Alice, TX 78332**

Review and evaluation process begins

March 19, 2021

Period of Selection and Product Demonstrations with
top three (3) proposers

March 29, 2021 to April 23, 2021

Final Selection, Agreement/Contract
for Deliverables and Services Initiated

May 7, 2021

General Information

A. Request

Rural Economic Assistance League, Inc (REAL, Inc) is requesting proposals for the configuration, development, manufacture, delivery, installation, training, and maintenance service of an On-Board Video Surveillance Camera System.

The specifications herein may not have addressed all functional elements of a vendor's product of technology. Such omissions are not intended to mean that we do not desire to have that functional element as part of the Camera system(s) to be purchased under this procurement. A full featured functionally Surveillance Camera System package is required.

B. Proposed Services

The purpose in soliciting Request for Proposals (RFP) is to secure a vendor(s) that will provide quality On-Board Video Surveillance Camera System to meet the demand response rural public transit service needs of REAL, Inc. Please visit www.realinc.org. REAL, Inc. is seeking an On-Board Wireless or Non-Wireless Video Surveillance Camera System that offers live streaming from a platform that will record from two (2) to four (4) views where strategically place cameras within the buses needed for the primary purpose of increasing safety to passengers and employees, by recording all incidents and accidents. An additional purpose is to conduct real time monitoring of driving staff and finally in the case of any criminal activity, need the ability for facial recognition.

The Camera system is to include, but not limited to efficient design, installation, and user training of the needed equipment along with software and services.

Proposer should be aware that there are existing software products currently on each unit and must demonstrate compatibility or adequate integration with the existing products that are Geotab, Fleet Maintenance Pro and Ecolane.

All data must be stored on solid storage or a component with the primary capability to transfer data via a wireless connection, downloaded directly to the main office in Alice, TX. The proposed Camera System package must be able to store information for a minimum of 30 days and can have a back-up storage media capability. The proposed Camera System package shall include all equipment needed for "live streaming" and for the transfer of information to a remote location without attaching any additional equipment to the on-board system.

The current REAL inventory of vehicles needing camera systems are listed.

The current data plan provided for REAL, Inc. is through AT&T. The data plan allows for each vehicle operator to utilize an electronic tablet to capture daily manifests on a real time basis and it includes an AVL system. The data plans will be modified to include the wireless cameras.

The Respondent will address the impact of installing these cameras to the current data plan, band with issues, availability of signal throughout the driving range areas and the use of the tablets for rider data and identify and provide any “fixes” for this as needed.

Respondents interested in submitting proposals to REAL, Inc. for our growing needs in the future must have at least three (3) years of service delivery of systems to other transit agencies similar in size.

C. Pricing

Proposed prices or discounts offered to REAL, Inc. may be considered the Respondent’s most favored Customer pricing. However, REAL, Inc. reserves the right to negotiate pricing. In the event that the Respondent offers or provides a decrease in price or an increase in discount to its customers for the same decrease in price or increase in discount for REAL, Inc., REAL, Inc. recommends that the Respondent provide any price decrease or discount increase voluntarily.

Respondent must provide a pricing sheet for each product/service to be provided and/or performed in response to this RFP, including a minimum of sixty (60) and a maximum of one hundred (100) wireless camera kits.

The Respondent will develop a list of equipment for each system requested. The Respondent will provide the brand name, part number, brief description, cost per item, estimated quantity, extended service price and unit costs. Respondent will include installation costs and the number of installations required for any additional discount installations, etc.

Respondent must acknowledge that a unit cost will be the cost per a complete system installed on each vehicle (either a two (2) camera system or a four (4) camera system based on vehicle sizes).

Respondent will list any other equipment and software that will be installed, as needed, and will list all equipment or services although there may be no additional charge and indicate the cost to be “0”.

Respondent will label all costs as either one-time costs or recurring costs for each list of equipment items.

Additionally, for each list of equipment add a section labeled **Added Value**. Include the price per unit and the extended price for the quantity of each piece of equipment needed, and total price. The **Added Value** equipment shall have an explanation that supports the enhancement.

Shipping will be F.O.B. destination; therefore, unit prices are requested for delivery and must include all shipping, handling/delivery fees and fuel surcharges.

Prices will remain firm for the first two years of the contract. For the subsequent years, REAL, Inc. will allow for a price increase not to exceed 5% from the previous year. The Contractor will submit to REAL, Inc. before September 1, of each subsequent year, the updated price list.

Purchase orders dated prior to September 1, of the subsequent years, must be honored at the price reflected on the order.

Price increase should be sent by email to: Martín Ornelas or martin.ornelas@realinc.org; Or mail to: 301 Lucero Street, Alice, TX 78332

D. Requirements

1. Proprietary Specifications

The Respondent shall provide a specification sheet for each piece of equipment included in the design for the wireless on-board surveillance system and it shall be labeled "Wireless On-Board Video Surveillance Camera System Equipment". The specification sheets shall include brand name, manufacturer, brand or trade name, product number and a description. The Respondent's descriptive literature can be provided as the description for the equipment. The Respondent shall also include the "Useful Life" of the equipment. "Useful Life" is the life expectancy of a particular item under normal circumstances; therefore, the length of time the selected equipment can be expected to perform allows REAL, Inc. to plan for future replacement of equipment.

2. Referenced Brand Example

Catalog, brand names, or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. Respondent must show manufacturer, brand, or trade name, product number and provide descriptive information of product offered and

include it with response.

3. Requirements

- The Proposal requires pricing per unit. Respondent guarantees product offered will meet or exceed specifications identified in the RFP.
- The Proposal will include all applicable and **valid license(s) required**.
- The Proposal shall be placed in an envelope completely and properly identified. Proposal must be received by REAL, Inc. by the time and date specified.
- Late Proposals shall be returned to Respondent unopened. Late Proposals will not be considered under any circumstances.
- Proposal prices will be firm for the first two years of the contract period. REAL, Inc. will allow price increases beginning with the third (3rd) to fifth (5th) year not to exceed 5% each year. Rebates payable to the purchaser after the cameras are purchased should not be deducted from the Proposal price. Concessions of discounts which reduce the purchase price of the equipment may be deducted only if they are claimed on the RFP form and if they reduce the initial purchase cost of the camera systems.
- Proposals cannot be altered or amended after opening time. NO proposal can be withdrawn after opening time without approval by REAL, Inc. based on written acceptable reason.
- REAL, Inc. reserves the right to waive minor technicalities or variations to specifications.
- Failure to provide the required information with the Proposal may automatically disqualify the Proposal from consideration for award in connection with this transaction.
- All Proposals must indicate brand name, manufacturer, brand or trade name, product number and a brief description of all equipment.
- All Proposals must include the documents listed in the RFP and address the Technical Specifications for each component.
- Facsimile Proposals are **NOT** acceptable and will not be considered for award.
- The following guidelines apply to Proposal procedures:
 - Reference should be made to Proposal Due Date.
 - Proposals should be submitted in a sealed envelope which is clearly marked as a Proposal, and the Proposal deadline date should be noted on the envelope.
 - When Proposal is received, the envelope should be dated and time-stamped, which may be handwritten.
 - Proposals should be received by the date and time that is shown on the face of the request for Proposals. Any Proposal received after the Proposal opening date and time cannot be considered and shall be returned

unopened.

- Proposals shall not be publicly opened. All proposals will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the Evaluation Committee, and employees having a legitimate interest will be provided access to the proposals and evaluation results during this period.
- An Evaluation Committee will be established. The committee will make all decisions regarding the evaluations, determinations of responsible Respondents, the competitive range, negotiations, and the selection of the Respondents, if any, that may be awarded the Contract.
- Each Proposal will be evaluated in accordance with the requirements and criteria specified in the Proposal Evaluation Process.

4. References and Experience

Describe services your organization has provided to public or private entities in the past three (3) years that demonstrates your organization's capability to carry out the proposed services to similar sized transit systems. Include the nature of the services provided, scope of activities, and the organization for which the service was provided.

Include a minimum of three (3) references from clients for whom similar services were performed or products were provided. Include Entity Name, Contact Name, Name of Position, Phone Number, Address, Dates of Contract, Project Description, and Annual Amount of Contract for each reference listed.

5. Key Personnel

Respondent will provide the name of its contact Person for this Project. Additionally, the Respondent will list the names and pertinent information requested of its Key Personnel.

E. Specifications

1. Wireless Communication System

The Contractor shall supply a secure wireless IP surveillance system to provide "live streaming" and an automatic transfer of data from the vehicle surveillance systems to the REAL Transit Operations computers without removing the storage media or connecting any external equipment. The Contractor shall conduct testing at the REAL Transit Operations location to identify the quantity of connection points needed so any video system on any transit vehicle can be connected without moving the vehicles.

The Contractor shall provide a minimal of a 2 or 3-camera on-board surveillance system for vehicle Type IV (SUV), VII (Mini-Vans) and Type IX (Vans); and a 4-camera on-board surveillance system for vehicle Types II and III, needing the wireless component.

The Contractor shall provide all wireless communication equipment, cables, backend equipment including servers, routers, DVRs, viewing software and any other equipment needed or highly recommended components to meet REAL, Inc.'s objectives. The Respondent will provide the dimensions of the equipment as well.

2. Camera Selection for Wireless Systems

Of the factors that contribute to an optimal system design, resolution is the priority element followed by frame rate and retention time. Each camera shall produce a high-definition color quality image that allows for facial recognition, reads license plates, records the true state of traffic signals and dashboard indicators, and clearly depicts the interaction occurring within/outside of the vehicle. Cameras shall be equipped with automatic mechanisms to ensure proper exposure under varying lighting conditions and produce an optimally recognizable picture.

Cameras should be placed in strategic points in each vehicle to be able to record crucial dialogue and physical interactions among riders, drivers, vehicle design and the external environment. Wide lens views should be available of the front of windshield facing the road/street, facing the entrance door, top front of vehicle facing back and one covering the wheelchair lift. However, the Respondent may present other recommendations along with the explanation for their selections.

Minimal Technical Specifications for Wireless Cameras

- Shall produce High-Definition images
- Shall be operable under varied temperatures
- Camera styles shall be interior Dome or Wedge. Shall have high impact shatterproof Dome or Wedge cover,
- Shall produce images in day and night, and other low light settings, that are comparable
- Date & time stamp shall be associated to the camera rather than the receiver
- The "live streaming" video and recorded video shall be comparable when viewing
- Audio and video shall be recorded simultaneously and be in sync for each camera view, and
- Any other equipment needed or highly recommended components to meet

REAL, Inc.'s objectives, and

- Shall explain the value-added enhancement that the highly recommended components will provide.

3. Digital Video Recorder

The DVR shall be of solid-state design recording and storing all footage on removable SD cards. However, the contractor designing the configuration of the technical equipment can make other recommendations and demonstrate the usage. The DVR shall record the full time that the vehicles are in operation for not less than 300 hours per month and shall store information up to 31 days without compromising the "live streaming" or the recordings as the storage fills up.

Minimal Technical Specifications for Wireless Cameras:

- a) Shall include a GPS feature for recording bus speed and coordinates
- b) Shall have an on-board, real-time clock that operates independently of the main power supply and will automatically adjust to daylight savings time
- c) Shall easily search, pause/freeze downloaded events
- d) Shall imprint on the video the date, time, driver/route ID, speed, right or left turns, and brake/blinker function plus additional inputs, for each separate camera view, and not interfere with action on the recording
- e) Shall record at the start of the engine and have a delay off, of a minimum of 10 minutes
- f) Shall have the capability of programing frames per second to record the normal mode activity and when "triggered" by an alarm will adjust the frames per second to record emergency situations
- g) Shall be capable of withstanding shock of at least 800gs resting or 200gs active
- h) Shall have no buttons or switches on exterior of DVR
- i) Shall record up to 8 indicators specifically the following: silent alarm, hard braking, warning lights, abrupt acceleration, turn signals/hazards, speed; the remaining will be determined at the time of installation
- j) Shall have a back-up battery that saves internal DVR settings/clock for a minimal of 5 years
- k) Shall have a panic/event button added for the driver's use, and easily assessable to the driver
- l) Any other equipment needed or "value added" components to meet REAL, Inc.'s objectives
- m) Shall explain the "value-added" enhancement.

4. System Data Storage and Security

The SD card or other comparable storage component must be securely locked and

must hold up to at least 300 hours of recording. The recorded information shall be stored on board minimally for 31 days. Address proprietary features if any for the selected storage component.

5. Router

The Router shall have built-in WIFI so that driver tablets can be connected to for gathering ridership information and any other internet-based equipment that may be added later. The router shall be pass-word protected and provide a high level of protection from outside threats.

6. System Health Monitor

The On-Board Video systems shall incorporate a visual component that indicates to the driver at “a glance” that the system is operable or not. The Wireless System shall be capable of electronically notifying the designated staff that it requires service.

7. Viewing Software: Retrieval, Viewing and Archiving Technical Specifications

Software shall run on windows-based platform and shall be included as part of the system at no extra charge as well as the updates. Shall be readily available by date, by hour and by minute as highlighted on the appropriate selection. Software shall be user friendly and have single or multiple camera capability for viewing. The GPS requires a mapping view that shall be separate from the camera views. The software shall allow the viewer to view the footage at a faster rate (minimal 16X) and slower rate (minimal 1/16X) than originally recorded. The software shall have a feature to allow the viewer to customize the length of the footage or archive it while still maintaining its protected format. Once archived to the computer hard drive or alternate storage i.e. CD or USB Memory Stick Storage device, the footage can be easily viewed using a window's based platform for insurance or legal proposes.

8. Installation

The Respondent is responsible for the installation of the camera systems. This is an extremely crucial process, and the Respondent should include all necessary equipment needed to complete the wireless system as well as the individual camera systems. The Respondent's installer shall be familiar with the minimum requirements outlined by REAL, Inc. when selecting the settings for the components. Vehicles from the surrounding counties will be brought to the Alice location to install the camera equipment in an agreed upon schedule.

9. Training and Technical Support for Staff on the Wireless On-Board Surveillance Camera System

The Respondent shall be responsible to train designated personnel on the requirements specified at no additional charge. The Respondent will provide instructional manuals consisting of applicable equipment operation and maintenance manuals and supplemental notebooks consisting of additional drawings, procedures, and descriptive information. Materials shall be suited to the level of technical familiarity and operating environment of the training audience. Awarded Respondent will have an 800 toll-free technical support line at no additional charge.

Drivers and Users will receive practical training on equipment familiarization and systems operation. The minimum training is that which is necessary to bring those employees to proficiency required to perform their duties.

Fleet maintenance staff will receive practical training on equipment familiarization and systems operation. Maintenance training shall commence during the time when equipment is installed on the vehicles and shall include hands-on orientation of maintenance technicians during installation.

The Respondent will provide a routine maintenance plan that can be performed by transit fleet staff. The contractor will provide “hands on” guidance along with manuals or other documentation that can be easily followed and indicate the frequency that maintenance checks should occur.

The Respondent will respond to all aspects of the functional specifications listed. Proposal shall be accompanied by sufficient information to enable the purchaser to ascertain that the equipment offered meets the minimal technical and functional specifications. The Respondent shall provide current product literature and detailed specifications, drawings, screens shots, to list a few. Any deviations from the specifications or exceptions must be clearly noted in the proposal and compiled in a section of the proposal referred to as Assumptions and Exceptions. REAL, Inc. shall entertain other options and recommendations if they produce improved Wireless systems.

10. Replacement Parts

The Respondent will have available replacement parts within an 8 – 10-day period. If more time is needed, the Respondent will communicate that information to the fleet staff in the Alice office regarding parts.

11. Request for Additional Information and Product Demonstration

REAL, Inc. reserves the right to seek clarification or additional information from any Respondent throughout the solicitation process. REAL, Inc. requires Respondent's

to answer questions during the evaluation process with regard to the Respondent's proposal. Failure of a Respondent to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive. Respondents that meet minimum qualifications will be scheduled for a demonstration and interview of the equipment and the systems proposed.

The demonstration of the proposed equipment will be arranged by the Respondent at a site that is agreeable to REAL, Inc. The demonstration may include a demonstration of the equipment at a customer site (Respondent's customer). This will provide an additional opportunity for Respondents to validate claims listed in their proposals.

There is no express or implied obligation by REAL, Inc. to reimburse a Respondent for any costs incurred in product demonstrations or providing any additional information.

12. Condition of Products

Proposed and delivered products must be new, unused production, and in first class condition. The equipment furnished under these specifications shall be the latest improved model in current production and shall be quality workmanship and material. The Respondent represents that all equipment offered under these specifications shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED EQUIPMENT IS NOT ACCEPTABLE.

13. Quantities

REAL, Inc. proposes a minimum and maximum number of camera systems for the Wireless systems to be purchased over a 5-year period. A minimum of sixty (60) and maximum of one hundred (100) wireless camera kits.

F. Warranty

The warranty will cover the completed product and all parts of the product and all materials and parts required to repair any faults and/or defects of design, material, and workmanship of the product. Respondent will describe manufacturer and install warranties that are provided as part of the proposal. Any maintenance of the equipment during the warranty period shall be detailed. Maintenance responsibilities and services with related costs should also be detailed. However, if the maintenance can be performed by REAL, Inc. transit staff, guidance shall be provided in the form of a manual or other documentation that can be easily followed. All components of the system MUST be handled by the awarded Respondent, during and after the warranty period. Extended warranty and maintenance options shall be available for REAL's Inc. consideration.

The warranty will begin on the date the equipment is inspected and accepted by REAL, Inc. The warranty time period will be a consideration in the evaluation criteria. If no time or specific protocol for acceptance is specified elsewhere in the Contract or REAL, Inc. purchase order, items are presumed accepted ten working days after receipt.

The Contractor will provide warranty service free of any charge, including all necessary repairs, any shipping necessary to return the equipment or ship it to a repair site and removing or reinstalling the equipment when necessary. The Contractor will repair any materials and parts that are defective in materials or workmanship. In the event the repair is not possible, the Contractor either replace the equipment with new equipment of similar composition and price or refund the full purchase of price or the equipment, whichever REAL, Inc. prefers.

1. Warranty Service

The Respondents are required to complete and return with proposal, a Warranty Certification.

If applicable, the Respondent will attach a signed Warranty Certification for each equipment piece or unit included in the proposal.

2. Warranty/Guarantee

The products proposed are to be warranted against defects in workmanship and material. The warranty/guarantee will run for entire life of the Contract from the date the product is inspected and accepted by REAL, Inc. If no time or specific protocol for acceptance is specified elsewhere in the Contract or REAL, Inc.'s purchase order, items are presumed accepted ten working days after receipt.

Replacement

- a. Contractor must guarantee replacement of improperly manufactured products due to defective materials or product during the initial Contract period and any exercised renewal options.
- b. The replacements must be processed and received by REAL, Inc. within an 8-10 days of written notification. Any delays by the Contractor should be communicated to REAL, Inc. before the 8-10 day period.
- c. Contractor will provide replacement free of charge, including any shipping necessary to return the product when necessary.
- d. Contractor will either replace the product with new product or refund the full purchases price of the product, whichever REAL, Inc. prefers.
- e. Contractor must provide their replacement procedures.

G. Shipping, Delivery and Packaging

1. Identification of Shipments and Documentation

In addition to the complete destination address, each delivery must be clearly marked with the purchase order number. Each shipment must be accompanied by a packing slip.

2. Packaging and Labeling

All items shipped must be properly labeled, with weather resistant labeling, showing the brand name, package quantity, lot number if applicable, and any other necessary identifying information.

3. Special Delivery Requirements

Special delivery items may be received by REAL, Inc. on Monday – Friday, unless it is a designated holiday.

4. Hours of Delivery

Contractor must deliver equipment items during the hours of 8:00 am to 4:00 pm based on REAL, Inc.'s time zone, Central Standard Time.

Prior approval by REAL, Inc. is required for after-hours delivery. In the event of any approval by REAL, Inc. for after-hours delivery, Respondent may not invoice any additional charges for that delivery.

5. Delivery Delays

The Contractor must give written notice to REAL, Inc. and must keep REAL, Inc. advised at all times of status of order.

6. Non-Compliant Products

Providing products or materials which do not meet all specification requirements does not constitute delivery. Delivery does not occur until the Contractor delivers products or materials in full compliance with the specifications to REAL, Inc.'s F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by REAL, Inc. REAL, Inc. reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

H. Returns, Cancellation and Restocking Fees

REAL, Inc. may request that a Contractor accept return of merchandise that meets specifications and has already been delivered or that a Contractor cancel an order prior to delivery. If the Contractor does not agree to REAL's request, REAL and Contractor must attempt to resolve the matter. REAL, in its sole discretion, will determine if the merchandise return request or order cancellation request, as applicable, must be accepted by the Contractor. If REAL determines that the merchandise will be returned, or the order cancelled as originally requested by REAL and the return is determined by REAL to have resulted may pay a restocking charge (no more than 10% of the cost of the item) if REAL determines that the charge is justifiable; however, REAL will not pay restocking or other fees for cancellations requested prior to shipment by the Contractor.

I. Purchase Orders, Invoices and Payment

1. Agency Purchase Order

REAL, Inc. will issue an internal purchase order referencing REAL, Inc. Contract number as referenced on the Notice of Award.

The Contractor agrees not to deliver goods for services awarded under this RFP until issuance of a Purchase Order by REAL, Inc.

The delivery days after receipt of order will begin the date REAL purchase order is received by the Contractor.

2. Payments

It is the responsibility of the Respondent to submit the invoice for goods and installation once the installation is complete to the **Point-of-Contact** for prompt payment within 60 days (may be in the form of a two-party check).

REAL, Inc. makes no advance payments for goods or services, except for annual maintenance agreements.

J. Proposal Information

Respondents submitting proposals do so entirely at their own expense.

1. Calendar of Events

Respondent must submit its Proposal to REAL, Inc. in time for verification and confirmation that each Proposal is received and documented in accordance with the due date and time indicated in the RFP Events Timetable listed on Page 3 of this RFP.

REAL, Inc. reserves the right to revise this schedule or any portion of this RFP by published Addendum on REAL, Inc's website.

2. Request for Proposals Packet

Copies of the Request for Proposals with Contract Documents and Specifications and any addenda may be obtained at the office of REAL, Inc. at 301 Lucero Street, Alice, TX 78332 or on our website at www.realinc.org under Transportation

Procurements.

All questions and requests for clarification must be submitted as instructed in this RFP by email to martin.ornelas@realinc.org. You will receive a return email that it was received.

3. Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to this solicitation document will become the property of REAL, Inc. One copy will be retained for official files and become public record. Any material that a Respondent considers as confidential but does not meet the disclosure exemption requirements of the Texas Government Code Chapter 522 should not be included in the Respondent's proposal as it may be made available to the public.

4. Knowledge of Requirements

The Respondent shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification or instruction will be at the Respondent's sole risk.

Respondents shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any REAL, Inc. issued clarifications, modifications, amendments and addenda. REAL, Inc. will provide notice to prospective Respondents; however, it is the Respondent's responsibility to ascertain that the proposal includes all addenda issued prior in the Proposal Due Date.

REAL, Inc. reserves the right to postpone proposal opening, accept or reject any and all bids and to waive any informality in any proposal, all as REAL, Inc. deems to being in its own best interests and subject to the rules and regulations issued by the Texas Department of Transportation or FTA.

5. Questions Received prior to Proposal Due Date

Respondents interested in responding to this solicitation may submit questions by email only on procedural matters related to the RFP or requests for clarification or modification of this solicitation document. If the Respondent is requesting a change, the request must set forth the recommended change and the Respondent's reasons for proposing the change.

Respondents must send all questions regarding this RFP to REAL, Inc. **Point-of-Contact** identified in this RFP. Respondents must reference the appropriate RFP page and section number in its questions and must submit them by the deadline set forth in this RFP. However, REAL, Inc., on its sole discretion, may respond to questions received after the deadline. REAL, Inc. responses to questions will be posted to the REAL, Inc.'s website. REAL, Inc. reserves the right to amend answers prior to the Proposal submission deadline.

All email submissions sent to the POC, martin.ornelas@realinc.org, MUST contain

the RFP number and other appropriate identifying information in the email subject line. In the body of the email, always include the paragraph numbers whenever references are made to content of this RFP. Failure to include the RFP number as well as other sufficient identifying information in the email subject line may result in REAL, Inc. not taking any action on a Respondent's email submission.

Without disclosing the source of the question or request, REAL, Inc. will provide a copy of the questions to potential Respondents or, if appropriate, post a copy of the questions and REAL, Inc.'s responses on the REAL, Inc. website.

If a question relates to the proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Respondent may submit the question in writing, conspicuously marking it as "CONFIDENTIAL". With the question, the Respondent must submit a statement explaining why the question is sensitive. If REAL, Inc. concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and the answer will be kept in confidence. If REAL, Inc. does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Respondent will be notified.

If a Respondent submitting a proposal discovers any ambiguity, conflict, discrepancy, omission or other error in this solicitation document, the Respondent shall immediately submit an email to Martín Ornelas at martin.ornelas@realinc.org and provide written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, REAL, Inc. may modify the solicitation document prior to the date fixed for the submission of the proposals by posting addendum on the REAL, Inc. website.

If prior to the date fixed for submission of proposals a Respondent submitting a proposal knows of or should have known of an error in the solicitation document fails to notify REAL, Inc. of the error, the Respondent shall propose at its own risk, and if the Respondent is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

6. RFP Addenda Issued

REAL, Inc. may modify this solicitation document prior to the date fixed for submission of proposals by posting addendum on the REAL, Inc. website. Notification by mail will also be sent to Respondents that have requested an RFP package from REAL, Inc. Interested parties are responsible for periodically checking the website for updates to the RFP prior to submitting a Proposal. Respondent's failure to check the website will in no way release the selected Contractor from the requirements of "addenda or additional information" nor will any resulting additional costs to meet the requirements be allowed after award.

If any potential Respondent determines that an addendum unnecessarily restricts its ability to propose, it must submit an email to martin.ornelas@realinc.org and provide written notice of the problem no later than three (3) business days

following the date the addendum was provided or posted.

Respondent's prices shall reflect all addenda issued by REAL, Inc. Failure to do so will permit REAL, Inc. to interpret the proposal to include all addenda issued in any resulting Agreement.

Respondent will sign the acknowledgement of addenda and submit with proposal.

7. Submission of Proposals

The following must be received no later than the Proposal Due Date and time specified in this RFP at the address listed for the Submittal contact:

A Cover Sheet must be provided to be completed by the Respondent and is to be attached to the front of the Proposal. Each proposal must be contained in a sealed envelope labeled **"Wireless On-Board Video Surveillance Camera Systems" –RFP REAL, Inc. 2020-1215**, to the attention of Martín Ornelas and filed at the offices of REAL, Inc., **301 Lucero Street, Alice, TX 78332 at or before Friday, March 12, 2021, 5:00PM, CST, Alice, TX. The Respondent will provide an original proposal and four (4) copies of the complete document.**

The successful bidder shall possess all applicable and valid license(s) and shall attach to the Proposal. The Contract shall be entered into pursuant to this "Request for Proposals" will be subject to financial assistance from the Texas Department of Transportation and/or the Federal Transit Administration (FTA). If for any reason the aforementioned financial assistance is withdrawn, then REAL, Inc. may withdraw this "Request for Proposal" and/or terminate any Contract entered into in accordance with these Contract Documents and Specifications.

a. Respondent Information, Authorized Signatures, Validity Period of Proposals

Proposals must include the Respondent name, address, telephone and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the Respondent and include the name, title address and telephone number of the individual who is the Respondent's designated representative.

b. Amendment of Proposal

A Respondent may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by REAL, Inc. prior to the Proposal Closing Time.

c. Mistake in Proposal

If prior to a contract award, a Respondent discovers a mistake in their proposal that renders the

Respondent unwilling to perform under any resulting contract, the Respondent must immediately notify the Point-of-Contact listed in this RFP in writing and request to withdraw the proposal. It shall be solely within REAL, Inc.'s discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or nothing" of the items, then any withdrawal must be for the entire proposal.

K. Point of Contact

Respondents must direct all inquiries and communication concerning this RFP to the Point-of-Contact listed below. Respondents may communicate solely with REAL, Inc. Point-of-Contact except as expressly approved in advance by the REAL, Inc. Point-of-Contact. REAL, Inc.'s intent for this solicitation so to ensure that all Respondents have the same information when creating their proposals. Failure to comply with these requirements and communications with anyone other than the Point-of-Contact without express prior approval may result in disqualification of a response.

Respondents will use this email address for submission of questions only. Follow the instruction outline in this RFP for proper submission.

REAL, Inc. Point-of-Contact:
Martín Ornelas
martin.ornelas@realinc.org
361-668-3158

After award of any Contract resulting from this RFP, all requests for Contract changes and all communications relating to the Contract will be processed through REAL, Inc. Point-of Contact as referenced in this RFP.

L. Deadline for Submission

The deadline for submission of proposals is 5:00pm (CST), Friday, March 12, 2021.

M. Submission Requirements

Submit an original proposal and four (4) copies to:
Rural Economic Assistance League, Inc
301 Lucero St. Alice, TX 78332
Attn: Martin Ornelas

N. Attachments

The RFP package submitted shall include the following Attachments:

- Cover Sheet
- References & Experience
- Specifications Sheet
- Pricing Sheet
- Key Personnel
- Warranty Certification
- Acknowledgment of Addenda (REAL, Inc. will provide if applies and will be posted on the REAL, Inc. Web Site)
- Certificate of Insurance
- Valid License(s)
- Federal Certifications and Assurances

O. Contract Type

The winning proposal will be offered a standard agreement/contract from Rural Economic Assistance League, Inc.

P. Timeline

The successful proposer agrees to include an implementation timeline of no more than 9 months.

Q. Limitations and Reservations

R.E.A.L., Inc. reserves the right to accept or reject any and all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP, if found to be in the best interest of R.E.A.L. Inc. This RFP does not commit R.E.A.L. Inc. to award a contract, to pay any costs incurred for the preparation of proposals or to procure or contract for any services.

R.E.A.L. Inc. specifically reserves the right to vary the provisions set forth herein any time prior to the execution of a contract where such variance is deemed to be in the best interest of the needs of R.E.A.L. Inc. While every effort has been made to ensure the accuracy and completeness of the information in this RFP,

R.E.A.L. Inc. recognizes that the information is not exhaustive in every detail and that all work and materials may not be expressly mentioned in the requirements of the RFP. Therefore, it is the responsibility of the proposer to include in their proposal all software and hardware requirements which are necessary for the full performance of the system. If selected for negotiations, proposer may be required to prepare and submit additional information prior to final vendor(s) selection, in order to reach terms for the provision of services, which are agreeable to both parties.

R. Modification and Renewals

R.E.A.L. Inc. reserves the right to negotiate a modification or renewal in connection with any executed agreement/contract funded through this RFP without repeating the RFP process for a period of up to five (5) years from the original proposal initiation. Vendor modifications and renewals shall be considered based upon the vendor's ability to meet R.E.A.L. Inc. needs.

S. Evaluation of Proposals

REAL, Inc. reserves the right to award Contract(s) without any negotiations and reserves the right to not make awards

Proposals must remain firm for ninety (90) days of the opening bid day.

The Respondent is strongly encouraged to provide its best price in its Proposal because REAL, Inc. makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process. REAL, Inc.

may limit the number of proposals in the competitive range to consist of the greatest number of proposals pricing and the required an efficient competition among the Respondents based in accordance with the proposed pricing and the required criteria specified in the RFP. REAL, Inc. may seek additional information and solicit Best and Final Offers (BAFOs) only from those Respondents determined to be in the competition range.

The selection of a proposal is to be made after a careful evaluation of the proposals received. Each proposal will be evaluated for acceptability with emphasis on the various factors enumerated in this RFP. Each factor is assigned a numerical score. The scores will be used to determine vendor(s) with whom negotiations may be conducted. Evaluations will be based upon the criteria in this RFP for which up to 100 points may be awarded. Total evaluation values of less than 70 points will invalidate a proposal.

1. Overview of the Evaluation Process

Proposals shall be evaluated by REAL, Inc. employees. REAL, Inc. will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP. All proposals received from Respondents will be reviewed and evaluated by a committee of qualified personnel (Evaluation Committee). The name and experience of the individual members will not be made available to any Respondent.

2. Reservation of Rights

REAL, Inc., in its complete discretion, may eliminate proposals that have not met the minimum qualifications or have not adequately compared in relation to other proposals, in whole or in part, and may not waive any immaterial deviation or defect in a proposal.

REAL, Inc.'s waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Respondent from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation in material to the extent that a response is not in substantial accord with the requirements of the solicitation document cannot be waived.

The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the pricing proposal. Thereafter, the pricing proposals will be opened, reviewed and evaluated to determine an overall evaluation score.

3. Interviews and Product Demonstrations

Following the initial screening of proposals, REAL, Inc. will determine which proposals have met the minimum qualifications and the top three responders will

be selected. The three (3) selected will be scheduled for an interview and product demonstration on the content of its proposal. Respondents will be responsible for all costs related to the product demonstrations and interviews, which, at REAL, Inc.'s sole discretion, may be in-person and/or by teleconference. Failure to participate in such product demonstration and interviews or within the timeframe requested by REAL, Inc. will result in Respondent's disqualification from further consideration.

4. Minimum Qualifications

To be considered for full evaluation and possible award, Respondents must first meet the threshold minimum qualification requirements listed in this RFP. Minimum requirements can be met by combining experience, expertise and resources of Respondent and proposed subcontractor.

- a. Three (3) or more years of experience working with and supplying equipment and services similar to that specified in this RFP to public sector customers.
- b. Neither Respondent nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither Respondent nor any of its proposed subcontractors are tax delinquent with the State of Texas or the Federal Government.
- c. Respondents who fail to meet any of the listed minimum qualifications will be notified in writing and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

T. Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offer the best value to REAL, Inc. The evaluation will be based upon the following criteria, listed in order of descending priority:

- Functional design that reflects the specifications with ALL necessary components for a wireless on-board video surveillance system.
- Cost/pricing of equipment, installation, and maintenance services
- Recurring costs
- Product quality/performance and integration/maximization with existing platforms
- Product and parts availability
- Installation services
- Warranty terms and conditions
- Training services
- Technical assistance throughout the warranty period & post warranty

Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award.

With regards to pricing, REAL, Inc. reserves the right, in its sole discretion, to reject any proposal whose price is outside the competitive range.

REAL, Inc. reserves the right to conduct studies and other investigations as necessary to evaluate any Proposal. REAL reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of proposals confers no legal rights upon any Respondent. REAL will determine whether the negotiations of BAFOs are necessary.

Respondents should be aware that sealed Proposals and information regarding sealed Proposals cannot and will not be disclosed to the public prior to award of the Contract.

1. Evaluation of Pricing

Pricing shall be reviewed only if a proposal meets minimum qualifications. All figures entered on the pricing sheets must be typed written and no erasures are permitted. Errors may be crossed out and corrections typewritten adjacent and must be initialed in ink by the person signing the proposal.

U. Error in Respondent Proposals

If an error is discovered in a Respondent's proposal, REAL, Inc. may at its sole option retain the proposal and allow the Respondent to submit arithmetic corrections. REAL, Inc. may, at its sole option, allow the Respondent to correct obvious clerical errors. In determining if a correction will be allowed, REAL, Inc. will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction and any unusual complexity of the format and content required by the solicitation.

If the Respondent's intent is clearly established based on review of the complete proposal submitted, REAL, Inc. may, at its sole option, allow the Respondent to correct an error based on that established intent.

V. Negotiations

If REAL, Inc. desires to enter into negotiations, they will do so with one or more Respondents, at their discretion. If REAL, Inc. enters into negotiations and no contract is reached, REAL, Inc. can negotiate with the other Respondents or make no award under this RFP. REAL, Inc. reserves the right to award a contract, if any, without negotiations.

REAL, Inc. reserves the right to negotiate with Respondents who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, REAL, Inc. can negotiate with other Respondents or make no award under this RFP. At any time, the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, REAL, Inc. reserves the right

to reconsider any proposal submitted at any phase of the procurement prior to a contract being issued. It also reserves the right to meet with Respondents to gather additional information.

Proposals that contain false or misleading statements may be rejected if in REAL, Inc.'s opinion the information was intended to mislead REAL, Inc. regarding a requirement of the solicitation document.

W. Contract Award

The Evaluation Committee intends to make an award to one Respondent for a "Wireless On-Board Video Surveillance Camera System." REAL, Inc. will make a final recommendation for award of the contract and will issue a "Notice of Award" to the successful Respondent in response to this RFP. Upon award, the successful Respondent will be required to execute a written Agreement provided by REAL, Inc. with the successful Respondent that meets the minimum qualifications and cost in accordance with the Specifications in this RFP. The period of execution for the Agreement may be changed by mutual consent of the parties. Contracts are not effective until signed by both parties.

X. Protest Rights

All protest or complaints regarding this RFP process shall be referred to the R.E.A.L., Inc. Grievance Procedures for resolution. Copies of such procedures may be found in this RFP.

Y. Conflict of Interest

To avoid any real or apparent conflict of interest in the procurement of this RFP, no R.E.A.L., Inc. employee or their family member may vote on or financially benefit from any award connected with this request.

Z. Subcontracting

The services of any vendor(s) awarded from this RFP must be delivered by the vendor named on the proposal. Subcontracting will not be allowed, unless prior authorization from R.E.A.L., Inc. is given.

AA. Organization of the Proposal for Submission

The Proposal shall include all information required in this RFP and shall be in the format described in this document. The Respondent is solely responsible for thoroughly understanding the RFP and its attachments. Any questions concerning this RFP should be directed to the Point-of-Contact by the Deadline for Submitting Questions identified in this RFP. The Respondent is cautioned to pay particular attention to the clarity and completeness of its Proposal. The Respondent is solely responsible for its Proposal and all documentation submitted.

A Proposal constitutes a binding offer by the Respondent. REAL, Inc. will disqualify any response to this RFP that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer.

Respondent must be precise, accurate, and succinct as possible. Respondent must provide detailed descriptions of how they will fulfill each requirement. Evaluators may consider the clarity and completeness of a Proposal.

1. Independence of Proposal and Joint Proposal

Unless a Respondent is submitting a joint proposal, the Respondent represents and warrants that by submitting its proposal it did not conspire with any other Respondent to set prices in violation of anti-trust laws.

A proposal submitted by two or more Respondents participating jointly in one proposal may be submitted, however one Respondent must be identified as the prime contractor and the other as the subcontractor. REAL, Inc. assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2. Bond against Gratuities

Respondent warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Respondent or any representative of the Respondent, to any REAL, Inc. employee or evaluation committee member with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For each breach or violation of this warranty, REAL, Inc. will have the right to terminate any resulting contract in whole or in part. The right and remedies of REAL, Inc. provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

3. Confidential/Proprietary Information

If any material in the Proposal is considered by Respondent to be confidential or proprietary information, Respondent **must** clearly mark the applicable pages of Respondent's submission to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire Proposal subject to release under the Texas Public Information Act.

By submitting a Proposal, each Respondent agrees to reproduction by REAL, Inc. without cost or liability, or any copyrighted portions of Respondent's Proposal or

other information submitted by Respondent to comply with any reporting requirements mandated by law.

4. Assumptions and Exceptions

Assumptions shall be included in the Proposal. All issues or questions that might be advanced or addressed by way of assumption should be submitted to REAL, Inc. Respondents are encouraged, in lieu of including exceptions in their Proposals, to address all issues that might be advanced by way of exception by submitting such issues to REAL, Inc. clearly identified. Any exception included in a Proposal may result in a Respondent not being awarded a Contract. However, if a Respondent includes exceptions in its Proposal, the Respondent shall clearly identify each exception it takes, noting the specific RFP section number, section title, detailed description of exception taken, and Respondent's proposed language advanced in lieu of the language to which exception is taken. If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFP.

REAL, Inc., as a political subdivision is prevented by Texas Constitution from indemnifying Respondents. The Respondent is discouraged from including a term in its Proposal that requires REAL, Inc. to indemnify it. Such a term may result in the Proposal being deemed non-responsive.

5. Conflict of Interest Disclosure

By signing the Proposal, Respondent affirms that the execution of an agreement between Respondent and REAL, Inc. will not create a conflict of interest or cause an appearance of a conflict of interest. In its Proposal, Respondent must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Respondent's (and its proposed subcontractors') submission of a Proposal and possible selection as Contractor or its performance of the Contract.

6. Signed Addenda to RFP

Respondent must submit signed addenda, if any, with its Proposal.

7. Consolidated Certification

A signed Consolidated Certification Form must be completed and submitted with the proposal. Failure to submit this certification may cause your proposal from being considered for award.

Dispute and Protest Procedures

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting individuals. Both parties agree that these proceedings will be kept confidential as may be appropriate at any level of the procedure.

Potential bidders, contractors or proposers can lodge written protests as a remedy to correct a perceived wrong that may have occurred during the procurement process. R.E.A.L., Inc. will accept and review the protest with the understanding that the integrity of the procurement process may be at stake. R.E.A.L., Inc. will use the following procedures to resolve disputes in the attempt to avoid FTA involvement or litigation.

All protests lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information:

1. Name, address and telephone number of the protestor.
2. Identification of the solicitation or contract number and title.
3. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
4. Identification of the issue(s) to be resolved and statement of what relief is requested.
5. Argument and authorities in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to all interested parties in the Request for Proposal (RFP) process.

Mail or hand deliver the protest to:

Martin Ornelas
R.E.A.L., Inc
301 Lucero St.
Alice, TX 78332

Faxed or emailed protests will not be accepted.

The R.E.A.L., Inc. Transportation Director will respond, in written detail, counterclaims to each substantive issue raised in the protest. The Transportation Director will also perform the following analysis:

1. Price Analysis or Cost Analysis for each claim.
2. Technical analysis to determine the validity of the claim(s) and determine the appropriate response(s).

R.E.A.L., Inc's Transportation Director has the authority to render the final determination regarding the protest. Any determination rendered by R.E.A.L., Inc. will be final.

B. Pre-Bid or Solicitation Phase Protest

A Pre-Bid or Solicitation Phase Protest must be received in writing by R.E.A.L., Inc. Transportation Director a minimum of five (5) full workdays prior to the bid opening or proposal due date. If the written protest is not received in the time specified, the award may be made following normal procedures, unless the Transportation Director, upon investigation, determines that remedial action is required on the ground of fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system, and said action should be taken. Within three (3) workdays from the time the protest is received, the R.E.A.L. Inc. Transportation Director will notify all potential bidders, contractors, or proposers that a protest has been lodged and the nature of the protest. The Transportation Director will respond to the protest in writing within five (5) working days from the time the protest was received. If the Transportation Director decides to withhold the award pending the resolution of the protest, he/she may request a time extension for award acceptance from those bidders, contractors, or proposers whose bids or proposal might become eligible for the award. This extension for the award acceptance must be with the consent of sureties, if any, in order to avoid re-advertising.

R.E.A.L. Inc. will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation period, unless R.E.A.L. Inc. determines that:

1. The items or services to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly, or
3. Failure to make the award will otherwise cause undue harm to R.E.A.L. Inc. or the Federal government.

The Transportation Director will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

C. Pre-Award Protest

Protests may be lodged after the Bid Opening or Close of Request for Proposal deadline and prior to Notice of Award. Within three (3) workdays from the time the protest is received, the R.E.A.L. Inc. Transportation Director will notify all potential bidders, contractors, or proposers that a protest has been lodged and the nature of the protest. The Transportation Director will respond to the protest in writing within five (5) working days from the time the protest was received. If the Transportation Director decides to withhold the award pending the resolution of the protest, he/she may request a time extension for award acceptance from those bidders, contractors, or proposers whose bids or proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertise.

R.E.A.L. Inc. will not make any award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation process, unless R.E.A.L. Inc. determines that:

1. The items or services to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly, or
3. Failure to make the award will otherwise cause undue harm to R.E.A.L. Inc. or the Federal government.

The Transportation Director will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

D. Post-Award Protest

R.E.A.L. Inc. will receive protest in writing within three (3) working days after the Notice of Award and letters of notification should have been received by bidders or proposers. Upon receipt of a protest, the Transportation Director shall notify the bidder or proposer awarded the contract. The Transportation Director will render a determination to proceed with the contract or suspend the project until the protest is resolved. The Transportation Director will respond to the protest in writing within five (5) working days after receipt of the protest.

E. Appeals

R.E.A.L. Inc. Transportation Director has the authority to settle any dispute and resolve the protest. The Transportation Director may solicit written responses regarding the protest from other parties. If this course of action does not result in a satisfactory resolution, the Protester may appeal in writing to the R.E.A.L. Inc. Executive Director within three (3) working days after the Transportation Director issues a final decision. The Executive Director will issue a decision within five (5)

working days after receipt of the appeal.

R.E.A.L. Inc. may elect to involve legal counsel or arbitration and mediation consultants to resolve the issue(s).

The Protester has the right to appeal in writing to the Federal Transit Administration if:

1. The Protester has exhausted all administrative remedies with R.E.A.L. Inc., and
2. R.E.A.L. Inc. has failed to follow its protest procedures or failed to review a complaint or protest.

The Protester's appeal must be received by the FTA Region VI Office within five (5) working days of the date of the Protester knew or should have known the violation.

Office of Operations and Program Management
Department of Transportation
Federal Transit Administration Region VI
819 Taylor Street, Suite 8A36
Fort Worth, Texas 76102
Phone: 817-978-0550

When the Protester sends an appeal to FTA, the Protester must also send a copy of the appeal to R.E.A.L. Inc. within the same time frame. In the event of a protest, the Transportation Director will contact FTA to check whether an appeal has been made.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regions will be under the jurisdiction of state or local authorities.

If data becomes available that was not previously known, or there has been an error of law or regulations, R.E.A.L. Inc. will grant an allowance for request for reconsideration.

F. Notification of FTA in Dispute Matters

The FTA Master Agreement MA (6), October 1, 1999, Section 41 - *Disputes, Breaches, Defaults, or Other Litigations*, states that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to FTA. The Recipient agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that that may affect the Federal Government's interests in the Project or the Federal Government's

administration or enforcement of Federal laws or regulations. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform the FTA before doing so.

- b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of any proceeds derived from any third-party recovery, except that the Recipient may return any liquidated damages recovered to the Project Account in lieu of returning the Federal share to the Federal Government.
- c. Enforcement. The Recipient agrees to pursue all legal rights available under any third-party contract.
- d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Recipient.
- e. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

FTA Circular 5010.1C, Chapter 1, Section 7b (1) (d) requires grantees to notify FTA of any current or prospective litigation or major disputed claim in excess of \$100,000 relating to any third party contract. This Circular also requires grantees to provide a list of all outstanding claims exceeding \$100,000 and a list of all claims settled during the reporting period as part of each quarterly progress report. A brief description and reasons for each claim should accompany this list.

For information on circumstances where R.E.A.L. Inc. is required to secure FTA review and concurrence in a proposed claim settlement before using Federal funds, refer to the FTA Best Practices Procurement Manual, Chapter 11.2 "FTA Review and Concurrence."

Evaluation & Rating Summary Table

For Office Use Only

Name of Proposal/Proposer: _____

Evaluation Criteria	Possible Points	Points Given
Functional design that reflects the specifications with ALL necessary components for a wireless on-board video surveillance System.	30	
Cost/pricing of equipment, installation, and maintenance services	20	
Product quality/performance, integration/maximization with existing platforms	15	
Recurring Costs	10	
Product and parts availability	5	
Installation services	5	
Warranty terms and conditions	5	
Training Services	5	
Technical Assistance throughout the warranty period & post warranty	5	
Total Points	100	

Proposal Recommendations: _____

Justification: _____

Evaluator's Signature

Date

RFP Submission Checklist

- ☐ Required Elements in Response Format
- ☐ Certification of Compliance with Required Elements
- ☐ Assurances
- ☐ Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Including Drug-free Workplace Requirements and Americans with Disabilities Act
- ☐ Submission of 1 original proposal and 4 copies by 5pm (CST), Friday, March 12, 2021, to R.E.A.L., Inc. at 301 Lucero St. Alice, TX 78332

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA’s regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.

On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following

certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

- (a) 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.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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.
- (c) 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 section 1352, title 31, U.S. Code. 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.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 C.F.R. part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the

Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway

public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of categories 01–20. _____

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- | | | |
|----|---|-------|
| 12 | Enhanced Mobility of Seniors and Individuals with Disabilities Programs | _____ |
| 13 | State of Good Repair Grants | _____ |
| 14 | Infrastructure Finance Programs | _____ |
| 15 | Alcohol and Controlled Substances Testing | _____ |
| 16 | Rail Safety Training and Oversight | _____ |
| 17 | Demand Responsive Service | _____ |
| 18 | Interest and Financing Costs | _____ |
| 19 | Construction Hiring Preferences | _____ |
| 20 | Cybersecurity Certification for Rail Rolling Stock and Operations | _____ |

FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2020.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

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FEDERAL SUPPLEMENTAL CONDITIONS

As used in these Supplemental Conditions, the term "REAL₁ Inc." shall refer to the Rural Economic Assistance League₁ Inc. in Alice, Texas, the term "Contractor" shall refer to the contractor named in the Contract to which these Supplemental Conditions are attached, and the term "FTA" shall refer to the Federal Transit Administration. The Contractor clauses and provisions apply to all Federally assisted construction /repair contracts. These provisions supersede and take precedence over any other clause or provision contained within this contract that may be in conflict therewith.

1. No Federal Government Obligations to Third Parties

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

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

2. False Statement or Claims – Civil and Criminal Fraud

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Third Party Contract 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 an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a 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 an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, 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 a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same

until the municipal corporation, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

4. Changes to Federal Requirements

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the municipal corporation and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

5. Termination

All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

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

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the municipal corporation may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the municipal corporation that 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 contractor, the municipal corporation, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the municipal corporation in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the municipal corporation's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the municipal corporation setting forth the nature of said breach or default, the municipal corporation 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 municipal corporation 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 municipal corporation elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the municipal corporation shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the municipal corporation, by written notice, may terminate this contract, in whole or in part, when it is in the municipal corporation's interest. If the contract is terminated, the municipal corporation shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If 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 municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the municipal corporation goods, contractor shall, as directed by the municipal corporation, protect and preserve the goods until surrendered to the municipal corporation or its agent. Contractor and the municipal corporation shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the

municipal corporation may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the municipal corporation resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the municipal corporation in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the municipal corporation, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the municipal corporation in writing of the causes of delay. If in the municipal corporation's judgment, delay is excusable, the time for completing the work shall be extended. The municipal corporation's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the municipal corporation's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the municipal corporation may terminate this contract in whole or in part, for the municipal corporation's convenience or because of contractor's failure to fulfill contract obligations. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the municipal corporation all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the municipal corporation's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the municipal corporation may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the municipal corporation. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

i. Termination for Convenience or Default (Cost-Type Contracts) the municipal corporation may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the municipal corporation or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract.

Contractor shall account for any property in its possession paid for from funds received from the municipal corporation, or property supplied to contractor by the municipal corporation. If termination is for default, the municipal corporation may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the municipal corporation's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the municipal corporation determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the municipal corporation, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

6. Civil Rights (Title VI, ADA, EEO)

All contracts except micro-purchases (less than \$2,500). The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. Contractor shall also comply with applicable Federal implementing regulations and other 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 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue. (b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing

requirements FTA may issue. (c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

7. Disadvantaged Business Enterprises (DBEs)

Contracts involving subcontractors (exclusive of transit vehicle purchases)

To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBE) in the Project and assures that each subrecipient, lessee, and third party contractor at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

(1) The Recipient agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the Recipient's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Recipient of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

8. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any

act, or refuse to comply with any request that would cause the municipal corporation to be in violation of FTA terms and conditions.

9. Debarment and Suspension

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 contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Buy America

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA- funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

11. Resolution of Disputes, Breaches, or Other Litigation

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the municipal corporation's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the municipal corporation's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the municipal corporation's CEO shall be binding upon contractor and contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by the municipal corporation, 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 ten days 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 municipal corporation and 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 Connecticut State.

Rights and Remedies - 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 municipal corporation 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.

12. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. Clean Air

(1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

14. Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

15. Cargo Preference

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

16. Fly America

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

17. Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

18. 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.

19. ADA Access

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that

accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.