Collision Avoidance System Joint Procurement

RFP 2019-CAS

Designation of Depository:

Pursuant to the provisions of Illinois law, sealed Proposal Offers subject to the conditions and requirements made a part hereof will be received by Rock Island County Metropolitan Mass Transit District (MetroLINK) until 2:00 pm local time on Friday, November 8, 2019 by the Administrative Department of the Rock Island County Metropolitan Mass Transit District, 1515 River Drive, Moline, Illinois 61265 for the furnishing of goods or services as described herein, to be delivered or performed in the locations stated. Whether or not a Proposal Offer is timely shall be determined by reference to the clock located in the Front Reception Area of the District’s Administrative Branch, and the determination of whether or not a Proposal is timely in accordance with that clock shall be at the sole discretion of the Rock Island County Metropolitan Mass Transit District Procurement Office and the Board of Trustees, whose decision on that issue shall be final.
# Table of Contents

Collision Avoidance System Joint Procurement ............................................................................................ 1

RFP 2019-CAS ................................................................................................................................................ 1

1 Project Technical Specifications ............................................................................................................ 4

1.1 Scope ............................................................................................................................................. 4

  1.1.1 Project Overview ................................................................................................................... 4

  1.1.1 Project Specifications ............................................................................................................ 4

1.2 Exclusion of Procurement ............................................................................................................. 8

1.3 Proposal Schedule ......................................................................................................................... 8

2 Proposal Instructions, Rules, and Requirements .................................................................................. 9

2.1 Proposal Rules and Requirements .............................................................................................. 10

  2.1.1 Proposal Submission Format .............................................................................................. 10

  2.1.2 Delivery and Due Date ........................................................................................................ 12

  2.1.3 Proposal Questions /Requests for Approved Equals .......................................................... 12

  2.1.4 Proposal Postponement and Amendment ......................................................................... 13

  2.1.5 Privacy ................................................................................................................................. 14

  2.1.6 Proposal Withdrawal........................................................................................................... 14

2.2 Selection Process ........................................................................................................................ 14

  2.2.1 Proposal Opening ................................................................................................................ 14

  2.2.2 Method of Selection and Evaluation Committee Scoring ................................................... 14

  2.2.3 Eligibility .............................................................................................................................. 15

  2.2.4 Finalist Selection Information ............................................................................................. 17

  2.2.5 Payment Terms and Procedures ......................................................................................... 18

  2.2.6 Change Orders .................................................................................................................... 18

2.3 Project Close-Out ........................................................................................................................ 19

  2.3.1 Project Final Acceptance ..................................................................................................... 19

  2.3.2 Retainage ............................................................................................................................ 19

  2.3.3 Titles for Equipment and Materials .................................................................................... 19

  2.3.4 Warranty ............................................................................................................................. 19

3. Required Forms ....................................................................................................................................... 20

  3.1 Submittal Checklist ....................................................................................................................... 20

  3.2 Amendment, Addenda, Memoranda Page .................................................................................. 21
3.3. Pricing Forms .......................................................... 22
3.4. Offer Form ............................................................. 24
3.5. Proposer Certification .............................................. 25
3.6. Restrictions on Lobbying Certification ......................... 26
3.7. Special Requirements and Conditions Assurance Certification .................................................. 27
3.8. Affidavit and Information Required of Proposers (Non-Collusion) ........................................ 28
3.9. Proposer’s Integrity Certification .................................... 29
3.10. N/A ........................................................................ 30
3.11. Contractor - Sub-Contractor - Supplier Statement ............................................................. 30
3.12. Small Business Enterprise ........................................ 31
3.14. Drug Free Workplace Certification ............................. 33
3.15. Restrictions on International Boycott, Certification of Non-Participation .................................. 34
3.16. Proposer’s Financial Capability ..................................... 35
3.17. Reference List .......................................................... 36
3.18. Request for Exception or Approved Equal .......................................................... 37
3.19. Project Schedule ....................................................... 38
3.20. Warranty Information .................................................. 39
3.21. Insurance Documentation ............................................. 40
3.22. Conflict of Interest ..................................................... 41
3.23. Project Safety Procedures ............................................. 42
3.24. Buy America Certification ............................................ 43
3.25. Cargo Preference Certification ........................................ 44
4. Terms & Conditions (Attached) ........................................ 45
1 Project Technical Specifications

1.1 Scope

1.1.1 Project Overview

The Rock Island County Metropolitan Mass Transit District (MetroLINK), acting as purchasing agent in a joint procurement with Greater Lafayette Public Transportation (CityBus), seeks Proposals from qualified firms for the installation and support of a Vehicle Collision Avoidance System. The purpose of the procurement is to implement a system that will improve safety through the reduction in the number of and severity of preventable collisions within both systems’ transit fleets, particularly for those involving other vehicles, pedestrians, and cyclists.

MetroLINK currently operates a fleet of up to sixty-five (65) heavy duty transit vehicles (30’, 35’, and 40’) and fifteen (15) paratransit vehicles (mini-van to 14-passenger capacity) within Rock Island County, Illinois. CityBus operates a fleet of seventy-two (72) vehicles comprised of fixed-route heavy duty vehicles and paratransit vehicles in Lafayette, West Lafayette, and throughout Purdue University in Indiana. It’s noted that, following a joint evaluation process, a contract will be entered into between the most qualified, responsive, responsible firm and both procuring agencies separately. Whenever this RFP uses the word “contract” it is understood that all terms and conditions herein are applicable to multiple contracts if more than one contract is awarded.

It is noted that all on-site work to be performed for MetroLINK will be completed at 4501 4th Avenue, Rock Island, Illinois 61201. All on-site work to be performed for CityBus will be completed at 1250 Canal Road, Lafayette, Indiana 47904.

The procuring agencies intend to purchase a minimum of equipment and software to support twenty (20) vehicle installations and a maximum of one hundred and seventy (170) vehicle installations between their individual contracts over a three (3) year period.

<table>
<thead>
<tr>
<th>Procur ing Agency</th>
<th>Minimum Qty</th>
<th>Maximum Qty (Options)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MetroLINK</td>
<td>10</td>
<td>85</td>
</tr>
<tr>
<td>CityBus</td>
<td>10</td>
<td>85</td>
</tr>
<tr>
<td>Total</td>
<td>20</td>
<td>170</td>
</tr>
</tbody>
</table>

1.1.1 Project Specifications

The following is a list of minimum requirements that must be met by the Proposer:

1.1.1.1 System Parameters:

- The system must have the ability to be installed on existing heavy duty buses as an aftermarket system, or as part of a new build on future vehicle deliveries. All systems installed by the selected firm shall include a written certificate of completion that is to be provided to the respective procuring agency.
• The system shall use image processing camera-based sensors that provide an audio-visual warning to a bus operator when a hazard is present during both daytime and night operating conditions.
• The visual and audio alerts shall be configurable during installation and setup.
• The system shall be functional during all weather conditions to be anticipated for a deployment in a Midwest climate, including extreme cold or heat and various types of precipitation (rain, ice, or snow).
• The system shall provide operational and diagnostic event data messages for viewing and archiving via a secure web portal.

1.1.1.2 Functional Parameters:

At any time when the vehicle is in motion, the system shall continuously monitor the following:

• Objects in the external environment and their types, such as pedestrians, vehicles, cyclists, motorcycles, and static objects such as speed signs and lane markings;
• The distances of relative velocities within the scope of its detection when viewable to the system;
• Equipment on the sides of the vehicle shall be able to detect all vulnerable road users (VRU’s). For the purpose of this specification, VRU’s are defined as pedestrians, bicyclists, and motorcyclists with a higher risk in traffic activities. Equipment on the front of the vehicle shall be able to detect and identify VRU’s as well as distinguish between vehicles, signs, and lane markings. All detections shall be functional during both day and night operating conditions.
• Once identifying and/or distinguishing object or environment types, the system must have the ability to alert the vehicle operator in the event of a potential imminent collision with each type.
• Audio and visual alerts shall be provided for each external object type within the sight of the operator in their seat within the vehicle.
• The system shall distinguish proper and “accidental” lane changes. Accidental or improper lane changes shall initiate an alert to the bus operator.
• The system shall initiate an audio and visual alert to the bus operator if the bus movement indicates a likelihood of collision with a pedestrian, cyclist, or vehicle, as defined by a configurable time-to-collision threshold.
• The system shall perform headway monitoring with proximate vehicles, based on current speed and the headway threshold for the current roadway type during all movements at or above 20 mph. It shall provide an audio and visual warning (as configured) if the threshold is met.
• The system shall recognize viewable speed limit signs, and have the ability to provide the operator with an excess speed warning.
• In the event of a potential/imminent forward collision, the system shall provide the operator with a visual and audio warning.

The system shall require battery draw (current) for no more than one (1) minute after the bus engine has been shut down.
1.1.3 **Components:**

- The system shall include a windshield-mounted vision sensor unit with a high dynamic range CMOS (HDRC) camera and a built-in image processing board.
- The system shall include a windshield-mounted left front corner vision sensor and two exterior-mounted vision sensors (one on each side of the bus near left and right rear corners).
- The rear vision sensors shall be mounted in exterior heated housings rated to IP-67. The housings and/or vision sensors shall be angularly adjustable and can be in locked position. These rear vision sensors shall be configured for viewable VRU detections and alerts.
- The system shall include a pedestrian/object display and control unit that is highly visible to the bus operator. The unit shall provide visual pedestrian and vehicle warnings and shall include a numerical headway measurement display.
- The system shall include at least two pillar-mounted high visibility displays with visual and audible alerts for driver awareness of VRU’s viewable in the danger zones and on a collision course with the vehicle.
- Equipment able to provide an audible alert for the bus operator shall be installed on the interior of the vehicle.
- The system shall include an electronic control unit.
- All parts provided must be new and unused.
- All parts shall be identical and interchangeable between buses.
- The system shall include all brackets, wiring, connectors, p-clamps, etc. needed for a complete and professional installation. All equipment shall be thoroughly secured.

1.1.4 **Training:**

- The Proposer will be required to conduct classroom training with a system-equipped transit vehicle for operators and operations supervisors. A description of such training and the estimated hours included shall be referenced in the Proposal submittal. The selected firm will be required to provide a certificate of training for each participant.
- The Proposer will be required to conduct classroom training with management staff responsible for overseeing the real-time and archived data and reports that are generated as part of the system’s use. A description of such training and the estimated hours included shall be referenced in the Proposal submittal. The selected firm will be required to provide a certificate of training for each participant.
- The Proposer will be required to conduct on-site training with a system-equipped transit vehicle for maintenance staff including, but not limited to, diagnostic troubleshooting and preventive maintenance activities. A description of such training and the estimated hours included shall be referenced in the Proposal submittal. The selected firm will be required to provide a certificate of training for each participant.
1.1.1.5 Optional Equipment:

1.1.1.5.1 360 Camera Display

The District wishes to obtain option pricing to include an additional 360 degree camera system to assist with low-speed maneuvering by providing the driver with a 360 degree view in real-time. The system shall include, at minimum:

- An aerial top view of the vehicle and all immediate surroundings (including blind spots). This camera view can be generated by any suitable combination of cameras on the top of the transit vehicle. If one or more camera views are patched to achieve this, the various images should be sent to an ECU to be processed, combined, blended, and stitched.
- Displays available to the operator should include:
  - Aerial View split with Front View
  - Aerial View split with both Side Views
  - Front View
  - Rear View
  - Front View split with Left Side View
  - Front View split with Right Side View
  - Rear View split with Left Side View
  - Rear View split with Right Side View
- The various display views shall be configurable in a way that they can be triggered by various conditions or outputs. For example, the rear view should have the ability to be triggered automatically when the vehicle is reverse or the front view split with left side view should have the ability to be triggered when the left turn signal is initiated.
- The time that a particular view is triggered shall be configurable for at least 0 to 15 seconds.
- Any distortion from blending multiple camera views shall be corrected before delivering to the operator’s viewing area.
- Proposer shall provide pricing options for a dedicated view of this camera and various integrated mirror options that are available as an alternative.

1.1.1.5.2 Real-Time Monitoring:

The procuring agencies wish to obtain option pricing to provide additional features beyond the basic scope requirements to provide operational and diagnostic event data messages for viewing and archiving via a secure web portal. The system shall include, at minimum:

- Real-time listing of event messages with the ability to download videos at any time.
- The ability to sort and filter all vehicles by vehicle, event type, and time
- The ability to access GPS tracking and route history playback.

Pricing shall include any necessary connectivity (cellular) costs associated with exporting data from the vehicle to the secure web portal for access, as well as any subsequent monthly or annual fees associated with supporting such service.
1.1.1.5.3 External Audible Alarms:
The procuring agencies wish to obtain option pricing to provide additional features beyond the basic scope requirements to provide external audible alarms for cyclists and pedestrians that may be within a blind spot of the vehicle during a turning movement.

Pricing shall include any necessary equipment, software, and/or installation costs associated with this optional add-on.

1.1.1.5.4 Partial Installation Option
The procuring agencies wish to obtain option pricing to modify the extent of installation services to be provided by the selected firm. In this scenario, the procuring agency’s maintenance staff would install wiring and hardware needed for the collision avoidance system, per manufacturer specifications. The selected firm would then perform an installation inspection, final connections, testing, and calibration necessary to commission the system for safe operation on-site prior to the system being activated. It is noted that the selected firm will be required to provide a “train the trainer” session with the procuring agency’s staff prior to executing this option. Such training for one procuring agency should be included within the option price on the pricing form.

1.2 Exclusion of Procurement
Interested Proposers are required to conduct a thorough evaluation and review of the “Request for Proposals to Install and Support a Collision Avoidance System (RFP-2019-CAS).” Proposers must be capable of meeting all Proposal requirements. Items that are integral to the project may also be included. Any items omitted from the scope and specifications, which are clearly necessary for the project will be considered a portion of such Technical Specifications, although they may not be directly specified. The Proposer is responsible for notifying MetroLINK (Purchasing Agent) of any obvious omissions or errors in the RFP solicitation package or the scope of work and specifications by following the Proposal Questions/Clarifications/Modifications Process in the solicitation package.

1.3 Proposal Schedule
The following is a planned schedule for the submittal of Proposals, the selection of a Proposal, and the awarding of a contract (or contracts) for this Project:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 8, 2019</td>
<td>Public notice issued and RFP package available for download at <a href="http://www.MetroQC.com">www.MetroQC.com</a></td>
</tr>
<tr>
<td>October 8, 2019-November 8, 2019</td>
<td>RFP available</td>
</tr>
<tr>
<td>October 24, 2019</td>
<td>Requests for clarifications, specification exceptions, and approved equal requests are due</td>
</tr>
</tbody>
</table>
MetroLINK and CityBus are requesting that Proposers submit one (1) project schedule for each system with their Proposal (Attached to Form 19). This schedule shall identify estimated lead times and installation schedules following contract award.

2 Proposal Instructions, Rules, and Requirements

The intent of this RFP-2019-CAS and the scope and specifications included herein is to obtain Proposals from qualified Proposers to install and support the collision avoidance system project. Proposers must be capable of following all instructions, conditions, and requirements of the RFP package and be able to provide equipment, materials, software, and labor necessary to complete the project for both procuring agencies. MetroLINK and CityBus may choose to interview Proposers to help establish their ability to provide the required services.

All labor, equipment, and materials shall be furnished in strict accordance with the specifications, instructions, requirements, policies, terms and conditions as stated in the RFP documents. All manner of workmanship and materials used in the production of the product and provision of the services and not herein contained or specified shall be of the Proposer’s standard and shall conform in material, design, and workmanship to the best practices known in the industry. The Proposer will assume responsibility for all equipment and assembly used in the project. This includes: equipment, materials, software, and labor (whether it is manufactured or provided by the Proposer or purchased ready-made from a source outside the Proposer’s company). All equipment and work provided under any subsequent contract will be fully completed and ready for use when delivered and accepted. It is the sole responsibility of the Proposer to read, understand, and comply with the RFP.

The procurement of this project shall be accomplished through a third party contract (or contracts) awarded to the most qualified, responsive, and responsible proposer submitting the best or highest ranked Proposal, on the basis of free and open competition, through formal advertisement and solicitation of Proposals. Proposals will not be opened publicly. Scoring will be determined by a MetroLINK and CityBus Evaluation Committee. A contract will be based on the most qualified, responsive, and responsible proposer submitting the best or highest-ranked Proposal.

Proposal submittal packages will be reviewed to ensure the Proposer is capable of meeting the following criteria:

- The Proposer has demonstrated understanding and ability to meet the Project requirements and complete the project in a timely manner;
- The Proposer has experience with the provision of similar projects and equipment;
- The Proposal pricing is fair and reasonable;
2.1 Proposal Rules and Requirements

This RFP is designed to present maximum information to the Proposer and allow for the opportunity to present and discuss any relevant issues addressed in the RFP. The most qualified, responsive, and responsible Proposer submitting the highest ranked Proposal will be selected for the contract.

If selected, the responsibility of full performance of implementation of said collision avoidance system will be provided by the Proposer to MetroLINK and/or CityBus, as noted within the Proposal package. Both the Proposer and procuring agencies agree that any subsequent contract award is pursuant to the Public Notice, Request for Proposals and any associated addenda issued, Proposal Package, Notice of Award, and Contractual Provisions, which may be attached to and made part of any subsequent Agreement to Purchase (contract).

Submission of a Proposal for the work described in RFP-2019-CAS shall be evidence that the Proposer has furnished all material required in the solicitation by carefully reviewing and examining all RFP documents. Industry standard documentation and specifications may be included in the Proposal; however, they cannot be substituted for filling out and submitting the requested signed forms or information.

The forms supplied in Section 3 shall be used to provide a uniform Proposal to the information requested. Proposals may be removed from consideration if they do not follow the listed format or fail to include the required material.

2.1.1 Proposal Submission Format

One electronic file and four (4) bound paper copies of the Proposal (1 original and 3 additional copies on typewritten 8.5”x11” white paper) shall be enclosed in a single, sealed Proposal package submittal. The Proposer’s name, address, telephone number, and email address must be clearly visible on the outside of the package. The Proposal submittal package also must be labeled in the lower left corner, “RFP-2019-CAS Proposal for Collision Avoidance System.”

2.1.1.1 Internal Documents

2.1.1.1.1 Cover Letter

On company letterhead introduce your firm, along with information relative to any subcontractors or suppliers. List the contents of your submittal, including the required elements and any optional items. Provide the name of the firm’s contact person in addition to their email and telephone number. Include a statement that the services offered and noted in the Proposal will remain valid for a minimum period of at least one hundred and twenty (120) calendar days from the final submittal deadline. This letter must be signed by an individual authorized to commit the firm’s personnel and financial resources to the Project’s work tasks and to execute legal documents for the firm.
2.1.1.2 Statement of Qualifications and Experience
Describe the firm’s ability to supply the required equipment, materials, software, and labor to complete the project. Address past projects, particularly those involving transit systems, in which the firm has experience successfully completing projects of similar nature.

2.1.1.3 Project Overview
Explain succinctly how your firm understands the Project. Identify those issues that you feel will be necessary to address during the course of work. Based on the scope of work and specifications, explain how your firm intends to complete the identified RFP tasks, along with any additional tasks and/or services the firm proposes to provide as part of its Proposal. Clearly describe and define the deliverables that will be produced for the Owner, or on its behalf, and the schedule for which work will be performed.

2.1.1.4 Technical Specifications
Describe the equipment, materials, and software being proposed by the firm for the project, and affirmation that they are compatible with the scope and all specifications within the RFP. Provide supporting documentation regarding durability, reliability, and technical capabilities of the system being proposed.

2.1.1.5 Cost to Perform Services
Prepare a detailed cost estimate to provide the required services. Form 3, the Proposal Pricing Form, is meant to be a summary sheet where the major proposed project costs are listed. Proposers must attach detailed pricing sheets that provide a cost breakdown of the proposed services. If the proposer has suggested additions or enhancements to what the proposal indicated as the minimum requirements, these should also be included on the detailed pricing attachment. Finally, if the proposer has any other miscellaneous costs, they shall be described and the price listed on both Form 3 and the proposers detailed pricing attachment. As MetroLINK and CityBus are tax-exempt organizations, do not include any types of taxes in the cost proposal.

2.1.2 Required Certifications and Forms
Forms in Section 3 should be attached to the submittal. Each Proposal shall be submitted only on, or as instructed by, the Proposal forms included in this RFP package. Several forms require attachments. All blank spaces must be filled in and no changes shall be made in wording. The number “0,” the word “None,” the words “Not Applicable” or “N/A” are to be inserted where appropriate on the Proposal exhibit forms. All certifications, affidavits, forms, and attached information sheets should be placed in numerical sequence in the Proposal.

It is the Proposer’s responsibility that all forms (Section 3) are filled out completely and signed by an official that is authorized to enter into a contract on behalf of the Proposer. Erasures or other changes of entries made by the Proposer must be initialed by the person signing the Proposal.
Any Proposal submitted in any other manner will be considered non-responsive. There is no page limitation, but any information submitted by the Proposer is expected to be relevant to the project. Brochures and other promotional materials may not be substituted for filling out the required forms or requested information and should be attached to Form 27. Proposals must be delivered by the Proposal due date and shall not be submitted by email, fax, or any other electronic transmission.

2.1.2 Delivery and Due Date
All Proposals must be delivered no later than 2:00 pm local time on Friday, November 8, 2019 to the MetroLINK Administrative Offices front desk. It is the responsibility of each Proposer to ascertain that its Proposal is received by MetroLINK by the specified time and date. MetroLINK accepts no responsibility for Proposals that reach the Administrative Office front desk after the designated date and time. Any Proposal received after the specified deadline shall be considered a late submission, and will not be accepted.

Deliver Proposals to:

MetroLINK Administrative Office
Attn: RFP-2019-CAS
1515 River Drive, Floor 2
Moline, Illinois 61265

2.1.3 Proposal Questions /Requests for Approved Equals
The contact person for this Project is Heather Allen. The use of email is authorized for both parties, for submittals of questions or requests for approved equals only. The Proposer is required to identify all Project correspondence with the label “RFP-2019-CAS Collision Avoidance System Project.” All questions and requests for approved equals should be directed to:

MetroLINK
Attn: Heather Allen
1515 River Drive, Floor 2
Moline, Illinois 61265
Telephone #: (309)786-2705
Email: hallen@qcmetrolink.com

Any questions submitted by a Proposer must be submitted in writing, either via email or postal mail. All responses to questions or approved equal requests will be distributed to the RFP download list electronically via an addendum and posted on www.MetroQC.com. Confirmation of receipt of addenda must be acknowledged by the Proposer on the form provided in Section 3. Oral explanations, instructions, or interpretations will not be binding upon MetroLINK (purchasing agent) or CityBus.
2.1.3.1 Requests for Approved Equals

In all cases, work and materials must be furnished as specified, except when an approved equal has been authorized in writing by MetroLINK (purchasing agent). Where brand names or specific items are used in the specifications, consider the term "or approved exception or equal" to follow. Any unapproved deviations, exceptions, substitutions, alternatives, or conditional qualifications contained in a Proposal may be cause for rejection of the Proposal in its entirety.

If potential Proposers believe that their product is an equal to the product specified, they must submit a written request to MetroLINK on the Approved Equals and Exceptions Form provided in Section 3. Additional pages may be attached to the form as needed. Forms submitted by the deadline noted below will be reviewed, and approved or rejected, as appropriate, by MetroLINK.

Any requests for exception or approved equal must be fully supported by information, documentation, specifications data and illustrations, or otherwise pertinent data, as supporting evidence that the exception or equal request is equivalent to or better than the original requirement. Where an approved equal or exception is requested, the Proposer must clearly demonstrate the equality of their recommendation, in order for MetroLINK to determine whether the Proposer’s recommendation is, or is not, equal to or better than that specified.

When applicable, a Proposer or MetroLINK may request a private discussion meeting to discuss new ideas or alternatives to the requirements specified in the RFP solicitation. This is extremely important for potential Proposers that want to discuss alternatives or suggestions without providing a competitive edge to their competitors for the Project, or to discuss issues that the Proposer believes to be proprietary in nature or content. Said discussions should be scheduled as early as possible in the RFP process, so as not to cause unnecessary delays in the RFP process or schedule of events.

2.1.3.2 Question/Approved Equal Request Due Date & Response Date

All questions and requests for approved equals are to be submitted in writing on or before October 24, 2019. Questions or requests for approved equals submitted after this date may not be responded to prior to the Proposal deadline. Responses to such submittals will be provided in the form of an addendum, which will be posted on www.MetroQC.com and distributed electronically to the RFP download list on or before October 31, 2019.

2.1.4 Proposal Postponement and Amendment

MetroLINK reserves the right to revise or amend any portion of this RFP prior to the Proposal due date and time. MetroLINK also reserves the right to postpone the proposal submittal due date for its own convenience and/or to cancel the RFP. Any new information or changes to the RFP solicitation will be provided via an addendum posted at www.MetroQC.com and distributed electronically to the RFP download list on or before October 31, 2019. If changes to the RFP include the postponement of the Proposal submittal date and time, a revised submission date shall be at least five (5) calendar days after the last addendum is issued.
2.1.5 Privacy

No release of Proposal information, nor names of proposing firms, will be made available by
MetroLINK prior to contract execution. For the purposes of notifying interested sub-contractors
and attracting DBE participation, contact information of firms that have downloaded the RFP
solicitation will be made available at www.MetroQC.com. All proposers will be notified in writing
of the successful Proposer, subsequent to the execution of a contract.

2.1.6 Proposal Withdrawal

Prior to the Proposal due date and time, Proposals may be modified or withdrawn by the
Proposer’s authorized signer in person or by written notice. If proposals are modified or
withdrawn in person, the authorized signer shall make his/her identity known and shall sign a
receipt for the Proposal. Written notices of withdrawal shall be sent to MetroLINK at the address
noted for official correspondence no later than the date and time designated for submission of
the Proposal.

After the Proposals are opened, the Proposal may not be withdrawn for a period of one hundred
and twenty (120) calendar days. After one hundred and twenty (120) calendar days, if Proposals
are modified or withdrawn in person, the authorized official must make his/her identity known
and shall sign a receipt for the Proposal.

2.2 Selection Process

2.2.1 Proposal Opening

Proposals are due promptly at 2:00 pm local time on November 8, 2019. There will not be a public
opening for these proposals. They will be reviewed to ensure all required documents and
solicitation requirements have been provided and met. Proposals that fail to provide all required
information and documents may be rejected by MetroLINK.

2.2.2 Method of Selection and Evaluation Committee Scoring

This acquisition of a collision avoidance system will be accomplished through a competitive
proposal process. The contract award shall be made to the most qualified, responsive, and
responsible proposer submitting the highest ranked proposal that satisfies the overall terms of
the RFP and can comply with the scope and specifications herein.

MetroLINK and CityBus may choose to interview Proposers to help establish their ability to
provide the required equipment and services. Scoring will be determined by an Evaluation
Committee of MetroLINK and CityBus representatives.

2.2.2.1 Evaluation Criteria

Proposers to this solicitation will be evaluated on the following evaluation criteria:

Cost (35%): The proposed compensation amount and structure will be evaluated under this
criterion. Proposer is responsible for understanding all requirements of this proposal and
factoring in all expectations when calculating pricing. Under this criterion, the costs and fee
structure associated with the proposed scope of work outlined in the Proposal and their appropriateness and reasonableness will be considered.

**Experience (25%)**: The overall qualifications and experience of the Proposer will be evaluated under this criterion. Firms will be scored on their proved ability to perform the scope of work based on past performance and reference history of the Proposer. Proposer’s physical and financial resources and the sub-contractor or supplier relationships will also be reviewed. MetroLINK and CityBus may conduct reference checks and verify information provided by the highest ranked Proposers. Submittal of reference information is implied approval to conduct such reference checks. MetroLINK and CityBus reserves the right to conduct reference checks from known references other than those provided by the Proposer.

**Technical Capability (40%)**: This criterion will consider overall adherence to project scope and specifications, and ability to meet the needs of the project. MetroLINK and CityBus welcomes suggestions or enhancements to the requirements outlined in the RFP, but the Proposer is required to meet minimum requirements as outlined in the RFP. Each Proposal will be evaluated to determine how well it addresses the goals and stated requirements. Any statement of exception that proposer takes to any specifications outlined in the RFP will be evaluated.

The evaluation scoring process allows for a maximum of one hundred (100) points (100%). It is the intention of MetroLINK and CityBus to award a contract to the most qualified, responsive, and responsible Proposer, that in the opinion of the Evaluation Committee, has proposed services that best meet the project’s needs. The acceptance or rejection of the evaluation scoring and ranking will be the individual responsibility of the MetroLINK Board of Trustees and CityBus Board of Directors. Respective Board decisions will be final.

### 2.2.3 Eligibility

An award of a contract shall be made to the most qualified, responsive, and responsible proposer submitting the highest ranked Proposal for work as identified in the RFP solicitation and as quoted on the Proposer’s Proposal Pricing Form 3.

Responsive: Responsive proposals are those complying in all material aspects of the Proposal solicitation, including the submittal formatting, rules, addenda, scope of work and specifications, schedule, terms and conditions, applicable federals/state/local laws, Buy America requirements, and all requirements of the Proposal solicitation, both as to method and timeliness of submission, and as to the substance of any resulting contract. All forms and supplemental information must be filled out correctly and signed by an authorized party of the firm.

Proposals that do not comply with all the items outlined may be rejected as non-responsive. The Proposal must also be responsive in all other aspects to the stated project requirements, such as:

- Each proposal will undergo a technical review to determine the Proposer’s ability to provide a collision avoidance system that satisfies the requirements of the RFP. Proposal
forms will be reviewed for compliance with Proposal requirements. A review of references may also be conducted to confirm completion of similar projects.

- An overall cost analysis may be performed to determine the financial viability of the Proposer. Under this criterion, the individual and overall costs for the project will be reviewed.
- Proposer must comply with confidentiality requirements, if noted within the RFP.
- The submittal of a “conditional or qualified” proposal, of any type, is not acceptable and may cause the Proposal to be rejected. Requests for exceptions or approved equals to a specification must be submitted and approved by MetroLINK in writing prior to the submittal due date and time.

Responsible: The responsible Proposer must be a firm that, at minimum, can meet the following:

- Have in operation, or has the capability to have in operation, a firm adequate to assure capability to perform the required project within the project schedule specified in any subsequent contract award;
- Have the capacity to resolve any problems that may arise during the contract performance period;
- Have the necessary personnel, facilities, and financial resources; or has the capacity to obtain such personnel, facilities, and financial resources, to complete the contract in a satisfactory manner within the requested timeframe;
- Have the necessary technical capability to perform
- Have a satisfactory record of past performance;
- Provide the required certifications and affidavits of compliance with the rules, regulations, and laws governing third party contracts with agencies receiving State and Federal financial assistance;
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations; and
- Be able to provide, upon request, sufficient information to allow for verification of proposal submittal accuracy and certification compliance.

2.2.3.1 Right of Selection/Rejection

The right is reserved to accept any Proposals or any parts thereof, or to reject any and all Proposals. MetroLINK and CityBus also reserves the right to waive any informalities in any Proposal received; and to waive minor deviations from instructions. However, Proposers who submit Proposals that do not follow instructions or do not provide the information requested within this RFP may be subject to immediate rejection. Acceptance of any Proposal may be subject to concurrence by State or U.S. Departments of Transportation in some instances.

Failure on the part of a Proposer to respond to all of the specifications, performance factors, or standardization factors required by a Proposal solicitation, may constitute a reason to reject the Proposal.
MetroLINK and CityBus may award a contract on the basis of supplemental information requested by the Evaluation Committee. Such information would be in addition to material received in a Proposal or during the interview process. Proposal prices may be subject to negotiation prior to contract award.

2.2.3.2 Single Proposal Response
If only one (1) Proposal is received in response to this RFP, MetroLINK and CityBus may require assistance from the single Proposer in the preparation of a price/cost analysis to determine if the Proposal price is fair and reasonable.

2.2.4 Finalist Selection Information
Selection of a Proposer shall not be construed as an award of contract, but as the commencement of the contract award process regarding terms, conditions, and clauses required for contract award. The objective of contract negotiations will be to reach a mutual agreement on the final cost and all other provisions of any proposed contract.

2.2.4.1 Negotiation
Authorized Staff from MetroLINK and CityBus will normally conduct the contract negotiation process. Both MetroLINK and CityBus will first attempt to negotiate a contract with the firm having the highest evaluation score. To assist in the negotiation process, a sample contract will be provided and used during contract negotiations. If an agreement cannot be reached with this firm, negotiations with that Proposer will be terminated. MetroLINK and CityBus will then begin negotiations with the second-highest ranked firm and so forth until an agreement is consummated.

A Best-and-Final Offer (BAFO) may be requested from some or all Proposers. This will be the only opportunity for Proposers to adjust their Proposals, in accordance with the provided BAFO procedures, should this option be utilized. MetroLINK and CityBus reserve the right to award a contract on the basis of an original or a revised BAFO Proposal.

If the Proposer has any recommendations to modify, add to, or delete any portion of the Contract, the Proposer must identify the suggested revisions during contract negotiations. Proposers should understand that many of the articles and clauses contained in any Contract award are required and deletion or modification may not be possible.

The Proposer is responsible for reviewing the entire RFP solicitation requirements, including the Certifications and Assurances forms, to ensure that the firm has the ability to comply with all the articles and clauses contained therein as they will be included by reference in any Contract.

2.2.4.2 Proposal Acceptance
Each Proposal will be submitted with the understanding that the acceptance of a Proposal, in writing by MetroLINK and CityBus (purchasing agent), to furnish the equipment, materials, software, and labor described therein, will constitute an agreement of understanding between the Proposer and procuring agencies. MetroLINK and CityBus reserves the right to award a
contract based on the total of Proposal prices offered, to include Option Proposal pricing, submitted for equipment, materials, software, or labor. The selected Proposal submittal shall bind the Proposer to furnish and deliver project components and services at the Proposal prices, in accordance with the terms and conditions of the accepted Proposal, specifications, and any subsequent contract. Any resulting Contract will have a not-to-exceed value and may contain any written material incorporated into the Proposal, such as RFP requirements, answers to questions not contained in the RFP, addenda, written correspondence, product literature, and Proposal submittal. The Proposal must include all costs associated with the project, to include costs of any warranties, accessories, and other specified equipment, software, materials, or labor.

Upon agreement on a final contract, MetroLINK or other procuring agencies may require approval of their governing boards prior to contract issuance or execution.

2.2.4.3 Notice to Proceed
A “Notice to Proceed” shall be made only after a review of all factors specifically set forth in this RFP is completed. After concurrence is received from any appropriate funding agencies or governing boards, a “Notice to Proceed” may be issued.

2.2.4.4 Contract Terms
Proposer should be aware that the procuring agencies may be required by their associated state and federal funding agencies to include some clauses or conditions verbatim in the final contract language. The RFP, including any addenda, and the Proposal submittal will be attached as reference to any subsequent contract.

2.2.5 Payment Terms and Procedures
The Proposer shall submit a request for payment to the respective procuring agency in accordance with the procedures noted in the RFP and any subsequent contract. Payment for equipment and services performed for MetroLINK and CityBus shall normally be paid within forty-five (45) calendar days following the provision and acceptance of such services and receipt of an accurate invoice. Invoices shall detail costs directly attributable to completed work during the billable period, to include subcontractors and suppliers. Any DBE participation must be clearly noted on each request for payment. No payment shall be made for any equipment or material provided or services rendered except for those set forth in the RFP and subsequent contract.

The method of payment shall be with a company check. Payment is not a waiver of the requirement to provide equipment, materials, software, and labor as contracted. No payment shall constitute a final acceptance by the buyer for services not provided in strict accordance with any subsequent contract documents.

2.2.6 Change Orders
Procedures for any requests for substitutions after the award of contract will be addressed as a change order, if appropriate. Any instructions, written or oral, given to the selected firm by someone other than the authorized signature authority for the procuring agency, will not be considered as an authorized contract change. Any action taken on the part of the firm in
compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change. Authorized signature authorities for the respective procuring agencies will be outlined in a subsequent contract.

2.3 Project Close-Out

2.3.1 Project Final Acceptance
A signed acceptance receipt will be provided for the project, after inspection and acceptance by the respective authorized representative of the procuring agency. Acceptance of delivery of work or services shall not release the firm from liability for faulty workmanship or materials, even after final payment has been made for the services or work. The procuring agency reserves the right and shall be at liberty to inspect all materials and workmanship that do not conform to the specifications.

2.3.2 Retainage
Retainage may be assessed based on a sliding scale and/or reduced percentages based on completed/accepted work. Retainage amounts will be determined during contract discussions and will be formalized in the contract. Any retainage amount may be billed on the firm’s final application for payment, following completion of all “punch list” items.

2.3.3 Titles for Equipment and Materials
Upon completion of the project, and upon receipt of final payment, the firm shall convey title and ownership to respective the procuring agency for all equipment and materials purchased in connection with any contract, free and clear of all liens, mortgages, encumbrances, financing statements, security agreements, or claims of character.

2.3.4 Warranty
A warranty will typically be provided for a minimum period of one (1) calendar year, unless otherwise noted in the contract award, from the date of project completion, as evidenced by the date of final acceptance of work. Under this warranty condition, the firm shall remedy at its own expense any such failure to conform, or any such defect. Nothing in the above intends or implies that this warranty provision shall apply to work that has been abused or neglected by the procuring agency.

The firm shall not limit or exclude any implied warranties, and any attempt to do so shall render a contract voidable at the option of the procuring agency. The firm warrants that goods and equipment furnished will conform to the scope and specifications as noted in the RFP and Proposal submittal, and any subsequent contract.
3. Required Forms

The submittal forms provided in this Section 3, including attachments and other required submittal documents, must be submitted by the Proposer. Proposers are cautioned to **fill out all forms completely and be signed by someone that is authorized to enter into contracts on behalf of the Proposer.** Make sure that all information is complete and correct. **Do not substitute or modify any forms.** Requested adjustments, modifications, clarifications, exceptions or Approved Equals to any requirements or information contained on the submittal forms are to be handled as noted in the instructions. Proposers are reminded to pay close attention to the Proposal Submittal Schedule and Proposal Due Date. Any Proposal submittal which is submitted late will not be accepted.

3.1. Submittal Checklist

(Used to verify that all necessary submittal documents are included) This form must be completed and returned with the Proposal. Failure to return this form may be cause for considering your Proposal non-responsive.

<table>
<thead>
<tr>
<th>Section</th>
<th>Form #</th>
<th>FORM DESCRIPTION</th>
<th>Bidder Mark with X</th>
<th>MetroLINK Mark with X</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Cover Letter (Including: Contact Info, Statement of Qualifications, Key Personnel and Project Overview)</td>
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<td>2</td>
<td>2</td>
<td>Bid/proposal Submittal Checklist</td>
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<td>3</td>
<td>3</td>
<td>Pricing Forms</td>
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<td>4</td>
<td>4</td>
<td>Amendment, Addenda, Memoranda Page</td>
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<tr>
<td>5</td>
<td>5</td>
<td>Proposer Certification</td>
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<td>6</td>
<td>6</td>
<td>Restrictions on Lobbying</td>
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<tr>
<td>7</td>
<td>7</td>
<td>Special Requirements and Conditions Assurance Certification</td>
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<td>8</td>
<td>8</td>
<td>Affidavit and Information Required of Bidders/proposers (Non-Collusion)</td>
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<td>9</td>
<td>9</td>
<td>Bidders/proposers Integrity Certification</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>11</td>
<td>11</td>
<td>Contractor-Subcontractor-Supplier Statement (if applicable)</td>
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<td>12</td>
<td>Small Business Enterprise</td>
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<td>13</td>
<td>13</td>
<td>Equal Opportunity Statement of Certification</td>
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<td>14</td>
<td>14</td>
<td>Drug Free Workplace Certification (&amp; Attachment)</td>
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<td>15</td>
<td>15</td>
<td>Restrictions on International Boycott, Certification of Non-Participation</td>
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<td>16</td>
<td>16</td>
<td>Bidders/proposers Financial Capability (&amp; Attachment)</td>
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<td>17</td>
<td>17</td>
<td>Reference List</td>
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<td>Request For Exception or Approved Equal</td>
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<td>19</td>
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<td>Project Schedules</td>
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<td>20</td>
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<td>Warranty Information</td>
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<td>21</td>
<td>21</td>
<td>Insurance Documentation</td>
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<td>22</td>
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<td>Conflict of Interest</td>
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<td>23</td>
<td>23</td>
<td>Project Safety Procedures (&amp; Attachment)</td>
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<td>24</td>
<td>24</td>
<td>Buy America Certification</td>
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<td>25</td>
<td>25</td>
<td>Cargo Preference Certification</td>
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</tbody>
</table>
3.2. Amendment, Addenda, Memoranda Page

The undersigned duly authorized signer of the Prime Contractor hereby acknowledges receipt of the following amendments, addenda, or memoranda documents. (Provide the assigned number or subject, and date of correspondence for each item received)

<table>
<thead>
<tr>
<th>Number of Amendment, Addenda, or Memoranda</th>
<th>Date of Correspondence</th>
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<tbody>
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</tr>
</tbody>
</table>

Failure to acknowledge receipt of all amendments, addenda, or memoranda may cause the Proposal submittal to be considered non-responsive to the Proposal, and may require rejection of Proposal.

Signature                      Company Name

Official’s Name                Official’s Title

Date
3.3. **Pricing Forms**

The Proposal Price quoted by the Proposer will remain valid for a period of at least one hundred and twenty (120) days from the final date of Proposal due date. The pricing to be quoted in any Proposal will include all equipment, materials, software, and labor as outlined in the RFP. The total sum also must include Optional Proposal Pricing as referenced in the specifications, and any other costs necessary to fully complete the project as identified in the RFP package.

Pricing must include Optional Proposal Pricing, unless otherwise specified. A total will be entered in the amount/extended price column of the schedule for each item offered. In case of a discrepancy between a details sheet unit price and extended price, the unit price will be presumed to be correct subject to correction at the same extent and same manner as any other mistake.

The undersigned hereby declares that he/she has carefully read and examined the Public Notice, the Invitation for Proposal Requirements, the required Terms & Conditions and Contract Documents including Proposal package scope, and provided all supporting certificates and affidavits, for the goods and services noted herein, and that he/she will enter into a contract for said provision of goods and services, as specified, at the Proposal Pricing shown below and elaborated with the attached supporting detail sheets. **The Proposer must provide a detailed cost breakdown schedule of values for each element of their Proposal and attach it to this form.** The detailed information shall meet the requirements described in the Proposal. Proposers must propose a base price, plus all applicable alternatives and unit pricing.

**This pricing form is provided as a base sample.**

**Base Proposal Unit Prices:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment/Materials – Heavy Duty Bus</td>
<td></td>
</tr>
<tr>
<td>Installation – Heavy Duty Bus</td>
<td></td>
</tr>
<tr>
<td>Equipment/Materials – Paratransit Vehicle</td>
<td></td>
</tr>
<tr>
<td>Installation – Paratransit Vehicle</td>
<td></td>
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<tr>
<td>Software</td>
<td></td>
</tr>
</tbody>
</table>

**Option Proposal Unit Prices:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>360 Display/Vehicle with Basic Monitor (including any additional installation charges)</td>
<td>$</td>
</tr>
<tr>
<td>360 Display/Vehicle with Integrated Mirror (including any additional installation charges)</td>
<td>$</td>
</tr>
<tr>
<td>Real-Time Data</td>
<td></td>
</tr>
</tbody>
</table>
Partial Installation

External Audible Alarms

Proposer understands that the Owner reserves the right to reject any and all Proposals, waive irregularities or technicalities in any Proposal and accept the Proposal which most closely complies with applicable regulations and restrictions which apply to its procurement process. However, firms who submit Bids, Proposals, or Quotes that do not follow or comply with instructions, or do not provide the information requested within a solicitation, may be subject to immediate rejection.

Failure on the part of a Proposer to respond to all of the specifications, performance factors, or standardization factors required by a Proposal solicitation, may constitute a reason to reject the Proposal.

Selection of a Bidder, Proposer, or Contractor shall not be construed as an award of contract, but as the commencement of the contract award process regarding terms, conditions, and clauses required for contract award. The Buyer may award a contract on the basis of supplemental information which may be acquired for clarification purposes only. The provision of supplemental information for clarification purposes will not normally affect Proposal Price Quotes, as Proposal Price Quotes are final with the exception of minor clerical error corrections, only Proposal and Quote prices are generally open to negotiation prior to contract award.

Proposer agrees with the limitations on withdrawal period specified in the Proposal documents.

The Proposer hereby agrees to substantially complete all Work under this Contract per the schedule, direction and authority of the Project Manager, and execute said Contract promptly upon award.

______________________________  ______________________________
Signature                          Company Name

______________________________  ______________________________
Official’s Title                   Address

______________________________  ______________________________
Date                               Telephone Number

Email Address
### 3.4. Offer Form

By execution of this document, the Proposer hereby offer to furnish the Services, Equipment, Materials, Supplies and labor, as specified in the Request for Proposals, certifying compliance with all terms and conditions, requirements, provisions, and specifications contained therein, at the pricing noted on the Proposal Pricing Forms. Proposers certify that said Proposal Pricing is valid for a minimum period of one hundred and twenty (120) calendar days after the final proposal due date.

**Offer**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Official's Title</th>
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</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>State of Incorporation</th>
<th>FEIN</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Fax Number</th>
<th>Email Address</th>
</tr>
</thead>
</table>
3.5. Proposer Certification

The Proposer hereby certifies that the work / equipment offered in this Proposal meets or exceeds the requirements of the Technical Specifications, Scope, Terms & Conditions, Instructions, Requirements and drawings and are determined suitable for the intended purposes, as specified in the Request for Proposal.

________________________________________________________________________
Name of Firm

________________________________________________________________________
Address

________________________________________________________________________
City     State     Zip code

________________________________________________________________________
Signature

________________________________________________________________________
Official’s Name

________________________________________________________________________
Date
3.6. Restrictions on Lobbying Certification

The undersigned duly authorized signer of the Proposer hereby certifies, to the best of her/his knowledge and belief, that:

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

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

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

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

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

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

_________________________________________  _______________________________________
Signature                                      Official’s Name

_________________________________________  _______________________________________
Official’s Title                               Company Name

_________________________________________
Date
3.7. Special Requirements and Conditions Assurance Certification

By endorsing this certification, the undersigned duly authorized signer of the Proposer hereby declares that he/she is duly authorized by the firm to make the certifications and assurances on behalf of the Proposer and bind the Proposer to comply with them. Thus, when it’s authorized signer signs this document, the Proposer agrees to comply with all State and Federal statutes, regulations, executive orders, and administrative guidance. This includes assurances of compliance with the Proposal Instructions, Proposal Rules, General Contract Requirements, Technical Specifications and Special Requirements and Conditions, as delineated within the Proposal for the procurement of Services, Equipment, Materials, supplies, and work required for the Project.

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 Proposer are true and correct, to the best of my knowledge.

________________________________________________________________________  _______________________________________
Signature                                              Official’s Name

________________________________________________________________________  _______________________________________
Official’s Title                                       Company Name

________________________________________________________________________
Date
3.8. Affidavit and Information Required of Proposers (Non-Collusion)

I hereby certify that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on his or her behalf and on behalf of my firm. I further attest that:

1. The price(s) and amount of this Proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, Proposer or potential Proposer.

2. Neither the price(s) nor the amount of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposer on this project, and will not be so disclosed prior to Proposal opening.

3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from Proposing on this project, or to submit a Proposal higher than the Proposal of this firm, or any intentionally high or non-competitive Proposal or other form or complementary Proposal.

4. This Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Proposal.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from Proposing or to submit a complementary Proposal on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary Proposal, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's Proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to me on this ________ day of ____________________, __________

__________________________________________
Notary Public

My Commission Expires

__________________________________________
Company Name

Authorized Signature

__________________________________________
Name, Title

Date

Proposer’s Federal Employee Identification Number (FEIN)
(Number used on employer’s Quarterly Federal Tax Return)
3.9. **Proposer's Integrity Certification**

The undersigned duly authorized signer of the Proposer further certifies that to the best of her/his knowledge and belief, the Proposer:

- Is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or otherwise voluntarily or involuntarily excluded from participation in procurements funded by Federal or State of Illinois departments or agencies:
- Has not, within a three-year period preceding this Certification, been convicted of or had a civil judgment rendered, for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, or the making of false statements, or receiving stolen property;
- Is not presently indicted for, or otherwise criminally or civilly charged by, a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in Item 2 of this Certification; and
- Has not, within a three (3) year period preceding this certification, had one or more public (Federal, State, or local) transactions terminated for cause or default.

The Proposer hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and explanation, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C §§ 3801 Et Seq, apply to this certification and explanation, if any.

**If any prospective lower tier participant (subcontractor) is unable to certify to the statement above, it shall attach an explanation to this certification.**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Official’s Name</th>
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<tr>
<td>Official’s Title</td>
<td>Company Name</td>
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<td>Date</td>
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</table>
3.11. **Contractor - Sub-Contractor - Supplier Statement**

(Supply information, as appropriate, for items 1 and 2)

There are NO sub-contractors associated with this Proposal.

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>Email Address</th>
<th>Amount</th>
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-OR-

List below all sub-contractors and suppliers associated with this Proposal. This form may be duplicated as necessary. Where appropriate, identify certified DBE/WBE sub-contractors and suppliers and attach DBE/WBE certifications for all qualified DBE/WBE firms noted herein.

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>Email Address</th>
<th>Amount</th>
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Signature       Official's Name

Official’s Title       Company Name

Date
3.12. **Small Business Enterprise**

Proposers acknowledge that they are encouraged to utilize small business concerns in their subcontracts. A small business concern is defined pursuant to Section 1 of the Small Business Act, and the Small Business Administration regulations implementing it (13 CFR Part 121), and does not exceed average annual gross receipts specified in 49 CFR Part 26.65(b).

Proposers responding to this Proposal shall complete the below information and include this Form 12 in their Proposal, indicating whether they intend to use small business concerns in the contract to be awarded and, if so, the percentages of work to be allocated to small business concerns.

If there is no opportunity for small business utilization, please indicate on this form with “N/A.”

<table>
<thead>
<tr>
<th>Small Business Name</th>
<th>% of Project Work</th>
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<th>Signature</th>
<th>Official’s Name</th>
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<table>
<thead>
<tr>
<th>Official’s Title</th>
<th>Company Name</th>
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</thead>
</table>

| Date |
3.13. **Equal Opportunity Statement of Certification**

As certification and acceptance of the terms and conditions required for compliance with applicable Federal and State Equal Employment Opportunity laws and regulations, as noted in the Proposal, the undersigned hereby certifies that the Proposer will comply with all requirements stated therein, during the term of any subsequent contract award.

The Proposer understands that the procuring agency may request specific written documentation to confirm compliance, and by the signing of this certification, agrees to provide said documentation upon request.

During the performance of the work described, the Proposer assures the procuring agency that it is in compliance with Title VI of the Civil Rights Act of 1964, as amended, and any State or Local laws or regulations applicable to the Proposer on the grounds of race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws, in any form or manner against Proposer’s employees or applicants for employment. The Proposers understands and agrees that the award of any contract is conditioned upon the veracity of this Statement of Certification. The Proposer further assures the procuring agency that it will comply with Title VI of the Civil Rights Act of 1964, as amended, when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discriminations noted herein are included by this reference hereto. This Statement of Certification shall be interpreted to include Vietnam Era Veterans and disabled persons within its protective range of applicability.

Your signature certifies acceptance and compliance with the terms and conditions delineated herein.

________________________________________  ________________________________
Signature                                      Official’s Name

________________________________________  ________________________________
Official’s Title                                Company Name

________________________________________
Date
3.14. Drug Free Workplace Certification

No firm shall be considered for the purposes of being awarded a contract or agreement for the procurement of property or services, unless that firm has certified that it will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of contract, and debarment of contracting opportunities with MetroLINK or CityBus.

The Proposer, by submittal of a Proposal, hereby certifies that to the extent that the Proposer, or any subcontractor, or their employees, perform a function related to and under this Project, the Proposer agrees to comply with, and assures the compliance of each affected subcontractor and their employees will be drug and alcohol free.

**Attach a copy of your firm’s Drug Free Workplace policy to this form 14.**

______________________________  ________________________________
Signature                              Official’s Name

______________________________  ________________________________
Official’s Title                        Company Name

______________________________
Date
3.15. Restrictions on International Boycott, Certification of Non-Participation

Pursuant to Public Act 88-671, which became effective December 14, 1994, the undersigned duly authorized signer of the Proposer hereby certifies that neither the Proposer nor any substantially-owned affiliated company is participating, or shall participate, in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act; and furthermore, that it will comply with the requirements of this Public Act by providing, upon request, to MetroLINK this certification document to assure compliance with this regulation.

______________________________       ______________________________
Signature                                   Official’s Name

______________________________       ______________________________
Official’s Title                           Company Name

______________________________
Date
3.16. **Proposer's Financial Capability**

Proposer shall attach a Financial Capability Statement or letter from their auditor, bank, accounting firm or financial institution, which documents the Proposer has the assets available to fund the project work on which they are Proposing.

A copy of your current financial statement, annual report or other evidence of financial stability is also acceptable.
3.17. **Reference List**

This form shall be completed and returned with your Proposal submittal. This document shall identify customer references of the Proposer who have recently completed similar projects. Identification of public transit or other public reference entities is desired. MetroLINK reserves the right to contact these and any other customer references that come to the procuring agency’s attention, and to consider customer reference comments in making a procurement decision.

Provide the names of Transit or Public Properties, Name and Title of Contact Person, including telephone number and address.

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<tr>
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<td>Name of Firm</td>
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<td>Address</td>
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<tr>
<td>Contact Person</td>
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<td>Phone Number</td>
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<td>Email Address</td>
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</tbody>
</table>

________________________________________  ________________________________
Signature                                  Official’s Name

________________________________________  ________________________________
Official’s Title                            Company Name

________________________________________
Date
3.18. **Request for Exception or Approved Equal**

This form shall be completed by the Proposer for each condition, exception, reservation, understanding, or Approved Equal (i.e., deviation) item being requested, in accordance with the requirements for requesting Exceptions or Approved Equals. A completed copy, signed by the Procuring Agency, shall be submitted with the Proposer’s submittal.

This form must be submitted on or before October 24, 2019.

<table>
<thead>
<tr>
<th>Item Description:</th>
<th>Deviation Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section/Item Number:</td>
<td>Page: Date:</td>
</tr>
</tbody>
</table>

**Request for Exception or Approved Equal**

<table>
<thead>
<tr>
<th>Proposer’s Company Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person: Title:</td>
</tr>
<tr>
<td>Office Telephone No: Fax Telephone No:</td>
</tr>
</tbody>
</table>

**Rational (Pro/Con)**

<table>
<thead>
<tr>
<th>Approved: ____</th>
<th>Denied: ____</th>
<th>Reviewed By:</th>
<th>Date:</th>
</tr>
</thead>
</table>

**Procuring Agency Comment:**
3.19. Project Schedule

Proposers acknowledge that their scope of work will require careful coordination and collaboration with the procuring agency and any applicable subcontractors and/or suppliers. The Proposal, the Specifications and subsequent Contract describe the obligations of each firm, including establishing and meeting schedule requirements.

The undersigned hereby agrees to comply with the procuring agency’s scheduling efforts, including providing activity sequence and duration information to the Project Manager promptly upon request. Schedules will be discussed during negotiations or prior to contract award.

Respondents shall Attach a “draft” schedule to this form for both MetroLINK and CityBus respective projects, which indicates a proposed beginning date, ending date, and include major milestones – identifying the estimated number of days required to conduct the work being proposed. For planning purposes relative to a Project Schedule, a schedule will be assumed to start after contract award and continue through completion of the deliverables identified in the Scope of Work.

________________________________________   ________________________________
Signature                                      Official’s Name

________________________________________   ________________________________
Official’s Title                               Company Name

________________________________________
Date
3.20. **Warranty Information**

The Proposer shall submit a statement that complete warranty information for all Proposal work, equipment, and services will be provided upon completion of the Contract Work. Include the costs, if any, associated with said warranties or extended warranties required by Specification in the total Proposal price listed on the Form 3 Proposal Pricing Form.

Undersigned hereby agrees to comply with all warranty requirements of the scope of work.

_________________________________________  __________________________________________
Signature                                      Official’s Name

_________________________________________
Official’s Title

_________________________________________
Company Name

_________________________________________
Date
3.21. **Insurance Documentation**

The Proposer shall attach a copy of their insurance coverage certificate, showing compliance with Project insurance requirements, along with a statement that the respective procuring agency will be added as an “additionally insured”, if awarded the contract.

Additional coverage may be required based on the project’s technical specifications (Section 1). A summary of the standard minimum requirements are provided below.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Statutory Workers’ Compensation and Employer’s Liability Insurance</td>
<td>All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.</td>
</tr>
<tr>
<td>Comprehensive Vehicle Liability Insurance</td>
<td>All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than $500,000.00 per person, and $1,000,000.00 per occurrence and Property damage limits of not less than $500,000.00; or as an alternative, not less than $1,000,000.00 combined single-limit coverage</td>
</tr>
</tbody>
</table>
| Comprehensive General Liability Insurance           | When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than $500,000.00 per incident, and $1,000,000 aggregate

This insurance coverage must cover at least the following types of coverage:

a. Operations - Premises Liability;
b. Independent Contractor’s Liability;
c. Broad Form Contractual Liability, covering the Contractor’s obligations under any contract or agreement for the Project;
d. Products Liability;
e. Completed Operations Liability;
f. Personal Injury Liability, including claims arising from employees of the contractor; and
g. Broad Form Property Damage Liability

<table>
<thead>
<tr>
<th>Umbrella Liability Insurance</th>
<th>Not-less-than $1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Builders’ Risk Insurance, including fire and extended coverage</td>
<td>When applicable, the Contractor shall carry at one hundred percent (100%) of the completed value of the insurable portion of construction projects</td>
</tr>
</tbody>
</table>
3.22. Conflict of Interest

To the best of my knowledge, the undersigned firm has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

__________________________________________  __________________________________________
Signature                                      Official’s Name

__________________________________________  __________________________________________
Official’s Title                               Company Name

__________________________________________
Date

-OR-

The undersigned firm by attachment to this form submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. It is noted that Proposers with a potential conflict of interest are not necessarily disqualified from participating in this project.

__________________________________________  __________________________________________
Signature                                      Official’s Name

__________________________________________  __________________________________________
Official’s Title                               Company Name

__________________________________________
Date
3.23. **Project Safety Procedures**

The Proposer shall submit a cover letter and attach it to this form stating how Project Safety will be applied and monitored during the project.

If awarded the Contract, the firm shall provide a complete copy of their company Safety Policy and Procedures, for use by MetroLINK and CityBus, to ensure safety at the site.

Project-specific safety plans and task-specific safety analysis (JSA) will be required and reviewed by the Project Manager.
3.24. **Buy America Certification**

(Sign top or bottom as applicable) – Additional details about Buy America requirements are in the MetroLINK Standard Terms & Conditions.

This procurement is subject to the Federal Transit Administration Requirements in Title 49 CFR Part 661, as amended, and Section 165 of the Surface Transportation Act of 1982, which permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States. This Buy America Certificate must be completed and submitted with the Proposal. A Proposal, which does not include this certificate, will be considered non-responsive. The Proposer hereby certifies that it will comply with the provisions of Title 49 Section 165 of the Surface Transportation Assistance Act of 1982, and/or the regulations in Title 49 CFR Part 661, as amended.

_________________________________________________________  ______________________________________
Signature                                      Official’s Name

_________________________________________________________  ______________________________________
Official’s Title                                      Company Name

_________________________________________________________
Date

Upon request the Proposer may be required to provide an independent audit (not a manufacturer’s certification) that details compliance with the Buy America requirements. This independent audit shall detail the costs or percentages for ensuring compliance with the Buy America audit requirements, including location of final manufacture:

- - - - - - - - - - - - - - - - - - - - - - - - - - OR - - - - - - - - - - - - - - - - - - - - - - - - - -

The Proposer hereby certifies that it cannot comply with the requirements of Title 49 U.S.C. Section 1323 (j) (2) (c), Section 165 (b) (3) of the Surface Transportation Act of 1982, and/or the regulations of Title 49 CFR Part 661, as amended, but it may qualify for an exception to the requirements, pursuant to Section 164(b) of the Surface Transportation Assistance Act and Regulations at Title 49 CFR 661.7.

A waiver from the Buy America Provision may be sought by the Procuring Agency, if grounds for the waiver exist. Proposer requests for exception or waiver shall be requested separately, prior to Proposal submittal, in accordance with the required procedure. Waivers must be approved by the Federal Transit Administration (FTA) or the Proposal will be rejected.

A Proposal that does not comply with Buy America requirements will be rejected if the Proposer has not submitted a request for waiver and received an approved waiver from the Federal Transit Administration (FTA). A copy of the approved waiver and waiver request must be attached to this Form.

_________________________________________________________  ______________________________________
Signature                                      Official’s Name

_________________________________________________________  ______________________________________
Official’s Title                                      Company Name

_________________________________________________________
Date
3.25. Cargo Preference Certification

As required by Title 46 CFR Part 381, the Proposer hereby agrees:

To utilize privately-owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo lines, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

To furnish within twenty (20) calendar days following the date of loading, for shipments originating in the United States or within thirty (30) calendar days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board”, commercial vessel bill-of-lading, in English, for each shipment of cargo described in paragraph (1) above, to the Administrator of the Federal Transit Administration (FTA) and procuring agency, through the primary Contractor in the case of subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with the appropriate identification of the Project.

To insert the provisions of this clause in all applicable subcontracts issued pursuant to any subsequent contract or agreement.

_____________________________                      _______________________________
Signature                                         Official’s Name

_____________________________                      _______________________________
Official’s Title                                    Company Name

_____________________________
Date
4. Terms & Conditions (Attached)