



CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL REQUEST FOR PROPOSALS (RFP)
FOR

**VIDEO SURVEILLANCE SYSTEM
FOR CET FLEET**

RFP Number: CET 23-03

Release Date: April 5, 2023

Tuesday, April 18, 2023, at 10am PDT	Pre-proposal conference at CET offices, 1250 NE Bear Creek Rd, Bend, OR 97701 – or virtually via Zoom
Tuesday, April 25, 2023, at 4:00pm PDT	Deadline for vendor requests for information
Tuesday, May 2, 2023	Final responses/addenda from CET posted no later than
Friday, May 19, 2023, at 4:00pm PDT	Submission deadline
June 2, 2023	Notice of Intent to Award
June 15, 2023	Expected contract start date

DESCRIPTION OF WORK:

The Central Oregon Intergovernmental Council, hereinafter referred to as “COIC”, is requesting proposals from qualified firms with experience in providing, installing, and maintaining mobile/onboard video surveillance systems for public transit providers; and the associated network, hardware, and software to view, store, and manage video and audio recorded by the system.

This RFP intends to replace (retrofit) the existing camera system on 51 vehicles within the Cascade East Transit (CET) transit fleet; install systems on 26 new vehicles; and provide an option to install systems on up to 50 new vehicles over the next five years. The specifics of the system and services desired are described within the enclosed Technical Specifications.

The funding for this project comes from a variety of sources including funds from both the State of Oregon and the Federal Transit Administration.

PROPOSAL VALIDITY PERIOD: Ninety (90) days after the closing date.

Single Point of Contact:

Kimberly Banner
Executive Coordinator
Central Oregon Intergovernmental Council
E-mail: procurement@coic.org

All proposals must be emailed to procurement@coic.org before:
4:00pm PDT on May 19, 2023, to be considered.

All inquiries, whether relating to this solicitation process, administration, deadline, award, or to the intent or technical aspects of the services must be emailed to procurement@coic.org.

Central Oregon Intergovernmental Council 1250 NE Bear Creek Rd, Bend, Oregon 97701
Cascade East Transit's website is at <https://cascadeseasttransit.com>.

All materials relating to this solicitation will be publicly available on the COIC website at:

<https://www.coic.org/open-procurements/>

Optional editable forms for vendor responses (price proposal form, deviation, response commitment, etc) are available at the URL above. Any amendments or notices will be posted at this same URL.



TABLE OF CONTENTS

- TABLE OF CONTENTS..... 3
- SECTION 1: PROPOSAL REQUIREMENTS AND CONDITIONS** 5
- SECTION 2: PROPOSAL EVALUATION AND AWARD** 10
 - 2.3 EVALUATION CRITERIA..... 10
 - 2.4 EVALUATION PROCEDURE 12
- SECTION 3: GENERAL PROVISIONS** 15
- SECTION 4: TECHNICAL SPECIFICATIONS** 23
 - 4.1 PROJECT VISION AND BACKGROUND 23
 - 4.2 GENERAL SYSTEM REQUIREMENTS 24
 - 4.3 MOBILE DIGITAL VIDEO RECORDER (DVR) REQUIREMENTS..... 26
 - 4.4 ONBOARD VIDEO SYSTEM REQUIREMENTS 28
 - 4.5 MODEL CAMERA CONFIGURATIONS..... 29
 - 4.6 BASE SYSTEM AND VIEWING CLIENT REQUIREMENTS 30
 - 4.7 TRAINING, DOCUMENTATION, AND SUPPORT 32
 - 4.8 INSTALLATION REQUIREMENTS 34
 - 4.9 PROJECT MANAGEMENT AND SCHEDULING 35
 - 4.10 PRODUCT GUARANTEE AND WARRANTY 36
- ATTACHMENT A: FLEET AND CURRENT MOBILE SYSTEM** 37
 - A.1 CURRENT FLEET 37
 - A.2 CURRENT HARDWARE PER BUS 37
 - A.3 CURRENT NETWORK INFRASTRUCTURE 38
- ATTACHMENT B: FACILITIES** 39
 - B.1 HOME BASE LOCATIONS 39
- EXHIBIT A: PRICE PROPOSAL** 40
 - INITIAL SYSTEM BUILD OUT COSTS 40
 - RECURRING COSTS 40
 - PROPOSED SYSTEMS COSTS..... 40
 - COST OF EACH ADDITIONAL PROPOSED SYSTEM IN SUBSEQUENT YEARS 41
 - ON-PREMISE EQUIPMENT, OTHER COSTS 41
 - OPTIONAL: INSTALLATION 42
 - VEHICLE-BASED SYSTEMS BY PACKAGE 43

Worksheet: Vehicle Package ____ (please enter sequential numbering)	44
Proposed configuration: This should be the best recommended configuration.....	44
Cost per additional vehicle in subsequent years for proposed package.....	45
EXHIBIT B: Form for Proposal Deviation	46
EXHIBIT C: Response Commitment Form	47
EXHIBIT D: Buy America Requirements.....	48
EXHIBIT E: Buy America Certification.....	50
EXHIBIT F: Federal Regulations & Required Third-Party Contract Clauses.....	51
EXHIBIT G: Affidavit of Non-Collusion/Conflict of Interest.....	63
EXHIBIT H: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters	65
EXHIBIT I: Certification of Restrictions on Lobbying	66
EXHIBIT J: Certification of Compliance with FTA Disadvantaged Business Enterprise And Equal Employment Opportunity Programs.....	67
EXHIBIT K: Insurance Requirements	68
EXHIBIT L: Receipt of Addenda	71
EXHIBIT M: Proposal Submission Checklist	72
EXHIBIT N: Formal Offer for Video Surveillance System for CET Fleet	73
EXHIBIT O: General Standards of Proposer Responsibility	74

SECTION 1: PROPOSAL REQUIREMENTS AND CONDITIONS

Proposals will be accepted until 4:00pm local time (all times referenced herein are local time in Bend, Oregon), Friday, May 19, 2023.

Proposals received after the time and date specified in the RFP will not be accepted for consideration.

Proposals may be emailed to procurement@coic.org. Sealed proposals should be marked "CET Surveillance System".

- 1.1 RFP CET 23-03 may be delivered (via hand, USPS, or carrier) to the address below if the Offeror prefers:

COIC
Attn: Procurement
1250 NE Bear Creek Road
Bend, OR 97701

Proposals will not be publicly opened.

- 1.2 COIC reserves the right to make changes to the RFP. All changes to the RFP, prior to receipt of proposals, shall be made by an addendum to the RFP, which shall be made available to all firms that have registered for this RFP via the contact information provided in Section 1.3. Following receipt of proposals, any changes to COIC's RFP will be conveyed in writing by COIC to those Proposers determined to be in the competitive range.
- 1.3 Proposers may submit questions, request clarification, requests for equal substitutions, or request a change to the RFP by Friday, April 25, 2023, at 4:00pm PDT via email to procurement@coic.org. The request shall specify the provision of the RFP in question, and, if a change is requested, contain an explanation for the requested change. COIC may decline to respond to questions or change requests received after April 25, 2023.
- 1.4 COIC shall evaluate any question or request submitted but reserves the right to determine whether to respond or accept the requested change. Proposers shall not rely on oral or written representations regarding this RFP unless issued in writing as an addendum by the Executive Coordinator.
- 1.5 Proposers are cautioned that until submission of their proposal, they may have contact with only those COIC representatives, agents, or personnel designated in writing within this RFP. Discussions or communications in any capacity with COIC Managers, COIC employees, its CONTRACTOR'S, or members of the Board of Directors, are strictly prohibited. Any violation of this restriction may result in disqualification of the Proposer from further participation in this procurement and from award of any contract or subcontract under this solicitation.

- 1.6 SUBMISSION NOTICE: All proposals submitted in response to this RFP shall become the property of COIC and may be utilized in any manner and for any lawful purpose by COIC. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your proposal, which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure". Where authorized by law, and at its sole discretion, all materials submitted with regard to this RFP become the property of COIC and may be returned only at COIC's option.
- 1.7 Paragraph headings and other titles used in this solicitation are for convenience only and are not to be used for interpretation.
- 1.8 COIC reserves the right to analyze, examine and interpret any proposal for a period of no more than ninety (90) days, commencing from the proposal due date and time. Proposals shall not be conditioned to allow for less than a ninety (90) day acceptance period.
- 1.9 A proposal is late if COIC receives it after the deadline stated in this RFP for delivery of proposals. A proposal shall be deemed received by COIC when COIC's Executive Coordinator has received the email. Delays due to technical issues, including but not limited to COIC's internal email handling, will not excuse late delivery of a proposal.
- 1.10 A Proposer may submit more than one proposal. Each proposal must be submitted separately, and each shall be complete in all respects. COIC will evaluate each area of each proposal without reference to other proposals submitted by the same Proposer. If more than one proposal falls within the competitive range, COIC may negotiate with the Proposer regarding all of them simultaneously.
- 1.11 COIC reserves the right to award portions of this procurement opportunity to separate offerors if it is in its interest to do so.
- 1.12 COIC reserves the right to cancel this RFP at any time without liability prior to execution of a contract.
- 1.13 COIC reserves the right to waive minor irregularities and omissions if the best interest of COIC will be served by doing so. If any proposal indicates minor noncompliance or variance with the RFP, COIC may, but need not, request that the proposal be supplemented. If requested, the Proposer may submit a supplement to the proposal responsive to such a request within the time period established in such request, which COIC will receive and evaluate in conjunction with the proposal. Supplements shall not be considered to be Best and Final Offers unless so indicated.
- 1.14 Proposer shall promptly notify the COIC Executive Coordinator in the manner described in Section 1.3 of any ambiguity, inconsistency, or error, discovered upon examination of this solicitation.

- 1.15 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not expected. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary.
- 1.16 COIC shall evaluate proposals for award purposes by including the total price for the basic requirement together with any option pricing, i.e., option pricing will be included in the evaluation for award purposes. Optional items shall not necessarily be purchased under this solicitation.
- 1.17 This contract is funded in part by a financial assistance agreement between COIC and the U.S. Department of Transportation, Federal Transit Administration (FTA). This procurement and contract are subject to all applicable federal laws and regulations relating to, and third-party contract provisions prescribed by, that financial assistance agreement, including, but not necessarily limited to, the provisions in Exhibit D, which is attached to and made a part of this contract.
- 1.18 This contract is funded in part by the Deschutes County Statewide Transportation Improvement Fund (STIF) Plan. This procurement and resulting contract are subject to COIC's STIF service provider agreement with Deschutes County, all applicable STIF adopted rules (OAR 732-040 and OAR 732-042), and associated guidance from the Oregon Department of Transportation, Public Transportation Department, and all applicable state laws and regulations relating to this STIF Plan, including, but not necessarily limited to, the provisions in Exhibit P, which is attached to and made a part of this contract. Contractor will comply with the guidelines established by Oregon Revised Statutes (ORS) 391.800 and 391.830 and Oregon Administrative Rules (OAR) Chapter 732.
- 1.19 Prior to award of any contract as a result of this solicitation, COIC, at its sole discretion, may perform, or have performed, a pre-award accounting system review to ascertain the CONTRACTOR'S ability to accurately accumulate and bill program costs under any resulting contract. COIC shall be responsible for only its own costs associated with the pre-award accounting system review. The CONTRACTOR, by submission of a proposal, agrees to assist COIC or its designated representative(s) in performing the pre-award accounting system review.
- 1.20 Whenever a particular make of material is shown or specified herein, such make of material shall be regarded as a standard. Any other make of material will be accepted, upon Executive Coordinator's approval, which is comparably equal to or better than, that specified in formulation, quality, quantity, workmanship, economy in operation, and suitability for the purpose intended.
- 1.21 Proposer may seek administrative remedies under COIC Procurement Protest Procedures. These are provided at <https://www.coic.org/open-procurements/>.
- 1.22 By submitting their proposals, Proposers certify that they have all requisite authority and skill to perform the work.

- 1.23 COIC shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of a proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer in:
- 1.23.1 Preparing its proposal in response to the RFP to include attendance at pre-proposal conference or other site visits/assessments.
 - 1.23.2 Submitting the proposal to COIC.
 - 1.23.3 Negotiating any matter related to this proposal with COIC.
 - 1.23.4 Proposer staff time involved in pre-award accounting system review; or,
 - 1.23.5 Any other expenses incurred by the Proposer prior to the date of award, if any, of the proposed contract.
- 1.24 A non-mandatory pre-proposal conference and site tour will be held on Tuesday, April 18, 2023, at 10am PDT at CET offices, 1250 NE Bear Creek Rd, Bend, OR 97701. All interested parties are encouraged to participate. To attend the pre-proposal conference, RSVP to procurement@coic.org before April 18. The pre-proposal conference may be attended virtually, but a site tour will not be available remotely without special accommodation negotiated in advance. Vendors may coordinate a site visit at another time to be held no later than April 25 and subject to COIC/CET staff availability. Obtaining the meeting URL for virtual attendance at the pre-proposal conference requires registration at the following Zoom link:
- <https://us02web.zoom.us/meeting/register/tZcud-2qrjkqHtfzxFEio3lrV0CajMzEK57l>
- This will also be posted to the COIC procurement webpage, <https://www.coic.org/open-procurements/>, no later than April 17 or by email request sent to procurement@coic.org. Proposers are encouraged to submit questions in writing to procurement@coic.org prior to the conference. The purpose of the Pre-Proposal Conference is to answer questions and provide clarification regarding the RFP and to help ensure COIC's receipt of thorough responses to the RFP that are prepared using the same base assumptions. **A record of attendance will be conducted and preference is given to attending firms in the form of points awarded by the Evaluation Committee.** COIC intends to provide addenda to the RFP to those firms who have either attended in the pre-proposal conference or registered for this procurement by simply emailing interest in the solicitation to the Executive Coordinator at procurement@coic.org.
- 1.25 The responsibility for submission of the proposal to COIC on or before Friday, May 19, 2023, at 4:00pm PDT will be solely and strictly the responsibility of the proposer. COIC will in no way be responsible for any delivery-related delays.
- 1.26 The following schedule is provided for informational purposes only and is subject to change:

1.27

RFP Released	April 5
Non-Mandatory Pre-Proposal Conference	April 18
Cut-off for Questions, Request for Changes	April 25
Answer to Questions and Requests as Addendum	May 2
Proposals Due	May 19
Proposal Evaluations	May 25
Notice of Intent to Award	June 2
Contract Award	June 9
Project Begins	June 15

1.28 Ownership of Proposals: All proposals shall become the sole property of COIC and will not be returned.

1.29 It is the responsibility of the Proposer to review the RFP documents carefully to determine the applicability and cost for any Local, City, County, State, Franchise or Income taxes, tariffs, fees, business licenses and special taxes, or licenses that will need to be paid and/or purchased by the successful bidder/proposer as part of the performance of this contract or option of this contract. The Offeror is responsible for ascertaining and paying the taxes when due. The total proposed price shall include compensation for all taxes the Offeror is required to pay by laws in effect on the Proposal Due Date.

SECTION 2: PROPOSAL EVALUATION AND AWARD

- 2.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer’s capabilities to satisfy the requirements of the RFP. Submission of technical literature, display charts, or other supplemental materials is the responsibility and within the discretion of the Proposer.
 - 2.1.1 Proposers are cautioned not to minimize the importance of an adequate response in any area.
 - 2.1.2 Technical proposal documents shall be sectionalized with titles matching the evaluation criteria categories described in Section 2.3.
- 2.2 COIC will consider all of the Proposer’s materials to determine whether the Proposer’s proposal complies with the terms and conditions set forth in this RFP. Proposers must submit all required information in the manner described, unless otherwise waived by COIC in writing, in order for the Proposal to be considered responsive. Any exceptions, conditions, substitutions of equals, reservations, or understandings that are explicitly stated on the required form “Form for Proposal Deviation” in [Exhibit B](#) will be evaluated for their acceptability. Unacceptable exceptions, conditions, substitutions of equals, reservations, or understandings, if not withdrawn by the Proposer upon request by COIC, would be cause for the proposal’s rejection.

2.3 EVALUATION CRITERIA

Evaluation and scoring will be based on the following criteria:

[table on next page]

Evaluation Criteria	Points
Quality of Response <ul style="list-style-type: none"> • Completeness and detail of information presented in a clear, logical manner. • All items on Checklist (Exhibit M) are present and completed. • Demonstrated understanding of and responsiveness to requested services. • Attendance at pre-proposal conference or submitted questions. 	10
Technical Approach <ul style="list-style-type: none"> • Modern technologies capable of serving CET needs years into the future. • Ease of use and ability for CET to independently maintain and troubleshoot basic issues. • Robust to operating conditions and local environmental challenges. • Solutions appropriate to a variety of vehicle types. 	35
Cloud-based Solution <ul style="list-style-type: none"> • Preferred but not required • Should reduce administrative/IT impacts on CET staff 	5
Warranty, Maintenance, and Long-Term Suitability <ul style="list-style-type: none"> • Clear warranty terms guaranteeing work product and equipment. • Clear remedy process for faulty installation or workmanship • Ability to add new vehicles to the system in the future. • Clear description of how future service requests will be handled. • Clear description of training and support availability. 	20
Proposer’s Relevant Qualifications and Experience <ul style="list-style-type: none"> • Demonstrated experience serving public transit customers. • Demonstrated qualification and experience of installation technicians, support staff, on-site maintenance technicians. 	10
Pricing	20
<i>Total points available</i>	<i>100</i>

2.4 EVALUATION PROCEDURE

- 2.4.1 The Executive Director or designee will appoint an Evaluation Committee to evaluate proposals.
- 2.4.2 The Evaluation Committee shall review, score, and rank the Proposals according to the Scoring Criteria set forth in Section 2.3. The Evaluation Committee shall then recommend contract award to the responsive, responsible Proposer submitting the Proposal, meeting the minimum requirements, deemed the best value to COIC by the Evaluation Committee.
- 2.4.3 Only those proposals, with acceptable deviations, meeting the technical specifications provided herein will be considered for award. An initial screening of proposals for responsiveness, and to verify that minimum COIC requirements are met will be undertaken, COIC will reject as non-responsive any proposal that does not include all required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed.
- 2.4.4 The successful Proposer must equal or exceed the General Standards of Bidder Responsibility criteria set forth in [Exhibit O](#) and be able to show evidence of background of such. COIC, in its sole discretion, shall determine whether Contractor is a "Responsible Bidder" and meets the standards set forth in ORS 279B.110 and ORS 279B.130. COIC reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial, or technical capabilities, which are considered necessary for the successful performance of the work. The committee shall evaluate and score responsive proposals based on the Proposal Evaluation Criteria described in Section 2.3. The committee shall then determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether discussion should be conducted with all responsive Proposers.
- 2.4.5 COIC reserves the right to make changes to the RFP during discussions/negotiations. Any changes to the RFP shall be distributed to all responsive Proposers.
- 2.4.6 FOLLOW-UP QUESTIONS AND DISCUSSIONS
- 2.1.6.1 COIC reserves the right to seek clarification to understand a Proposer's Proposal.
- 2.1.6.2 If the committee elects to enter into discussions with responsive Proposers, each responsive Proposer will be allowed to submit a final supplement denominated the "Best and Final Offer (BAFO)" at the close of discussions/negotiations. Any changes to the Proposer's initial technical or price proposals, including any issues addressed in discussions, must be submitted in writing in the BAFO in order to be considered by the committee. The committee will evaluate the BAFOs utilizing the evaluation criteria set forth under the "PROPOSAL EVALUATION CRITERIA" section and make a recommendation for award.

- 2.4.7 COIC reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial, or technical capabilities, which are considered necessary for the successful performance of the work. COIC reserves the right to visit sites where the Proposer has performed work of a similar nature and/or visit the Proposer's work facility during the evaluation period.
- 2.4.8 If award determination is made based upon the most favorable initial proposal(s), the committee reserves the right to perform or have performed a cost analysis of the apparent successful proposal(s) before determining to proceed with a recommendation for award. Allowable costs will be determined in accordance with Federal Acquisition Regulations.
- 2.4.9 If only one proposal is received in response to this RFP and it is found by COIC to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for COIC, of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Proposer's price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar services, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results therefrom shall not obligate COIC to accept such a single proposal; and COIC may reject such proposal at its sole discretion.
- 2.4.10 COIC's Executive Director shall have full authority over COIC's source selection and decision to award.
- 2.4.11 COIC shall provide all proposers, successful and unsuccessful, a written notice of intent to award within the time for acceptance specified in the proposal. Any work performed or expenses incurred by the CONTRACTOR prior to the CONTRACTOR'S receipt of a purchase order shall be entirely at the CONTRACTOR'S risk.
- 2.4.12 The RFP is not a contract and alone and shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. COIC will pursue negotiations with the proposer whose proposal scores highest. If, for whatever

reason, COIC and the initial proposer fail to reach consensus on the issues relative to a contract, then COIC may commence contract negotiations with other proposers. COIC may decide at any time to suspend the current RFP process and start the RFP process again.

- 2.4.13 COIC reserves the right to withdraw the RFP altogether if it is the best interest of COIC to do so.
- 2.4.14 COIC reserves the right, pursuant to ORS 279B.110 and OAR 137-047-0640(1)(c)(F), to investigate and evaluate, at any time prior to award and execution of the Agreement, the apparent successful Proposer's responsibility to perform the Agreement. Proposer's submission of a signed Offer shall constitute Proposer's authorization for COIC to obtain, and Proposer's agreement to produce for COIC's review and copying, any information COIC deems necessary to conduct the evaluation. COIC shall notify the apparent successful Proposer, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; materials/equipment/inventory; facility and personnel information; record of contract performance; etc. COIC may reject a Proposal if Proposer fails promptly to provide this information. COIC may postpone the award of the Price Agreement after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate Responsibility, as required under ORS 279B.110 and OAR 137-047-0640(1)(c)(F), shall render the Proposer non-responsible and shall constitute grounds for Proposal Rejection.

SECTION 3: GENERAL PROVISIONS

- 3.1 Type of Contract: Compensation for this contract will be fixed price, per specific equipment installation and on-going maintenance and support, for the life of the contract.
- 3.2 COIC will pay CONTRACTOR the unit prices set forth in the purchase order.
- 3.3 COIC reserves the right to introduce additional terms and conditions at the time the final Agreement is negotiated. Any additional terms and conditions would be limited to ones having the effect of clarifying the RFP language and correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued.
- 3.4 COIC shall pay the CONTRACTOR, upon the submission of proper invoices and deliverables, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. COIC shall pay the CONTRACTOR within thirty (30) days of the receipt of a proper invoice.
- 3.5 Notwithstanding any other additional requirements of this contract, invoices shall contain the purchase order number; the date(s) goods or services furnished, and a description of the goods furnished. Failure strictly to comply with this provision may result in a delay of payment. All invoices shall be submitted to the following address:
- Central Oregon Intergovernmental Council
Attn: Accounts Payable
1250 NE Bear Creek Road
Bend, OR 97504
accounting@coic.org
- 3.6 The CONTRACTOR shall maintain and COIC, or an authorized representative of COIC, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times and places engaged in performing the contract.
- 3.7 If the CONTRACTOR has been required to submit cost or pricing data in connection with any pricing action relating to this contract, COIC, or an authorized representative of COIC, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the CONTRACTOR'S records, including computations and projections, related to:
- 3.7.1 The proposal for the contract, subcontract, or modification.
- 3.7.2 The discussions conducted on the proposal(s), including those related to negotiating.
- 3.7.3 Pricing of the contract, subcontract, or modification; or,

- 3.7.4 Performance of the contract, subcontract, or modification.
- 3.8 The CONTRACTOR shall make available at its office at all reasonable times the records, materials, and other evidence required for both CONTRACTOR and COIC to comply with the requirements described in Section 3.18 (below).
- 3.9 To the fullest extent permitted by law, CONTRACTOR agrees fully to indemnify, hold harmless and defend COIC, its directors, officers, and employees from and against all claims, damages, losses, attorney fees, and expenses incidental to the investigation and defense thereof, based upon or arising out of or incidental to damages or injuries to persons or property, caused by the fault, negligence, or failure to act, in whole or in part, of CONTRACTOR, its agents, employees, or its Sub-CONTRACTOR'S from the performance of the work. This includes all damages resulting from a data breach, cyber intrusion, hack, etc. This paragraph is meant to be interpreted as broadly as possible in favor of COIC.
- 3.9.1 This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which COIC and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, COIC may in its sole discretion reserve, retain, or apply any monies due to the CONTRACTOR under the contract for the purpose of resolving such claims; provided, however, that COIC may release such funds if the CONTRACTOR provides COIC with adequate assurance of the protection of COIC's interests. COIC shall be the sole judge of whether such assurances are adequate
- 3.10 It is understood and acknowledged that Agreement is not a contract of employment between COIC and CONTRACTOR, or any agents, officers, or employees of CONTRACTOR. CONTRACTOR is, and shall at all times be, deemed to be an independent contractor. CONTRACTOR is not authorized to bind COIC to any contracts or other obligations. CONTRACTOR is not an agent or employee of COIC and shall at no time represent itself to be such agent or employee. Neither CONTRACTOR nor any of its employees or subcontractors shall be entitled to any benefits accorded to COIC employees including but not limited to Workers Compensation, disability insurance, unemployment compensation, retirement benefits, vacation, or sick leave. CONTRACTOR is an independent CONTRACTOR for all purposes and is not entitled to compensation from COIC other than that provided by this contract. CONTRACTOR shall inform COIC of CONTRACTOR'S Federal Internal Revenue Service Employer Identification Number, or, if CONTRACTOR is an individual with no employer identification number, CONTRACTOR'S Social Security Number. The CONTRACTOR and its officers, employees, and agents are not officers, employees, or agents of COIC as those terms are used in ORS 30.265. The CONTRACTOR, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees, or agents of COIC for any purpose whatsoever, nor are they authorized to do so.

- 3.10.1 CONTRACTOR shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this contract specifically provides otherwise. CONTRACTOR shall supervise and direct contract performance using its best skill and shall be responsible for selecting the means of contract performance. If, during or after the term of this contract, CONTRACTOR learns of any actual or potential defect in the goods provided under this contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this contract or of Federal, state, or local law, CONTRACTOR shall inform COIC immediately in writing with a full description of the defect, problem, or nonconformance.
- 3.11 COIC must adhere to and be in conformance with the State Statutes (primarily section ORS 279), the Attorney General Model Rules, and the COIC adopted Procurement Policy. In this regard, all protests/disputes will be subject to these rules and policy. Termination or other disputes which may result in judicial review are subject to Sections ORS 279B.400, 279A.065 as applicable, and Attorney General Model Rules Section 137-047-700 (Legal remedies) "Protests and Judicial Review of Special Procurement". These rules state that before seeking judicial review of termination action, or other action, that the affected CONTRACTOR must file a written protest directed to COIC and must exhaust all administrative remedies. Should any dispute arise between the parties concerning this contract which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.
- 3.12 In performing its obligations under this contract, the CONTRACTOR agrees to comply with all applicable state laws including, without limitation, ORS 279B.020, 279B.220 - 279B.240, each of which is incorporated herein by reference. In the event of any conflict between the provisions of this contract and the foregoing state statutes, the state statutes shall control. Not every requirement of the foregoing state statutes will apply in each instance to the performance of each party under this particular contract. The nature of the obligations of a party under this contract will determine which requirements of state law will apply. Requirements that do not apply will not be enforced.
- 3.12.1 CONTRACTOR acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to CONTRACTOR when performing certain work on behalf of COIC under contract and that the individual employees and agents of CONTRACTOR may be treated as public officials under ORS 244.020 (15). CONTRACTOR agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and

ensure compliance by those subject to CONTRACTOR'S control when performing work under this Contract.

- 3.13 CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against COIC, its property, or its right-of-way because of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, CONTRACTOR shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at CONTRACTOR'S sole expense.
- 3.14 Notwithstanding any safety provisions elsewhere in this contract, and in addition to CONTRACTOR'S own safety procedures, CONTRACTOR shall implement and enforce all safety requirements that are known standards in the industry and/or that are required by COIC.
- 3.15 No COIC Board member, officer, employee, or agent shall have any direct or indirect interest in this contract or its proceeds during that person's tenure with COIC, except to the extent such interest is permitted and disclosed as may be required under applicable law and COIC policy.
- 3.15.1 No COIC Board member, officer, employee, or agent shall solicit or accept, and CONTRACTOR shall not offer or give to any COIC Board member, officer, employee or agent, any gratuities, favors, or anything of monetary value in connection with the administration of this contract, except to the extent permitted by applicable law and COIC policy.
- 3.16 Termination for Default [Breach or Cause]: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, COIC may terminate this contract for default. Termination shall be perfected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. COIC may, by written notice of default to the CONTRACTOR, terminate this contract in whole or in part if the CONTRACTOR fails to (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract; or (iii) Perform any of the other provisions of this contract.
- 3.16.1 A successful hack, intrusion, ransom, breach, etc. regardless of source, shall be considered a material breach.
- 3.17 Opportunity to Cure: COIC in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If CONTRACTOR fails to remedy to COIC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from COIC setting forth the

nature of said breach or default, COIC shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude COIC from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

- 3.18 Waiver of Remedies for any Breach: In the event that COIC elects to waive its remedies for any breach by CONTRACTOR of any covenant, term, or condition of this Contract, such waiver by COIC shall not limit COIC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 3.19 CONTRACTOR shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. CONTRACTOR shall permit the authorized representatives of COIC, the Oregon Department of Transportation, the Oregon Secretary of State and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of CONTRACTOR relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.
- 3.19.1 CONTRACTOR further agrees to include in all of its subcontracts under this Contract a provision to the effect that the sub-CONTRACTOR agrees that COIC, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the sub-CONTRACTOR. The term "subcontract" as used in this Section excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- 3.19.2 The periods of access and examination described under section 3.18 and 3.18.1 are for records that relate to (1) disputes between COIC and CONTRACTOR, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.
- 3.20 Agreement shall be construed and enforced pursuant to the laws of the State of Oregon. Venue for any suits brought under Agreement shall be exclusively vested in the State Courts of the County of Deschutes, or where otherwise appropriate, exclusively in the United States District Court, Eugene, Oregon. The federal statutes, ORS 279 statutes, and the Oregon State Attorney General's Model Public Contract Rules are applicable to this work. If there are any conflicts between federal and state regulations, federal laws, rules, and regulations shall govern/prevail on this project (ORS 279A.030).
- 3.21 During the term of this contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin.

- 3.22 The validity, legality, or enforceability, in whole, or in part of any provision of Agreement, shall not affect or impair the validity, legality, or enforceability, of other provisions. If any of the provisions contained in this contract are held by a court of law or arbitrator to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are affected. All provisions concerning indemnity survive the termination or expiration of this contract for any cause.
- 3.23 This contract is subject to all requirements described in Section 3.1, above.
- 3.24 The CONTRACTOR shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on COIC owned or leased property. If the CONTRACTOR'S failure to use reasonable care causes damage to any of this property, the CONTRACTOR shall replace or repair the damage at no expense to COIC as the Contracting Officer directs. If the CONTRACTOR fails or refuses to make such repair or replacement, the CONTRACTOR shall be liable for the cost, which may be deducted from the contract price.
- 3.25 If this contract is for the supply of goods, CONTRACTOR shall bear the risk of loss until the goods have been delivered to the site designated by COIC and an authorized COIC employee or agent has taken possession of them. Title to goods shall pass to COIC upon COIC's payment for those goods. If this contract is for the rental or lease of CONTRACTOR'S goods, the CONTRACTOR shall bear the risk of loss to CONTRACTOR'S goods. CONTRACTOR agrees to carry insurance to cover any such losses. Title to the CONTRACTOR'S goods shall remain with CONTRACTOR while goods are in COIC's possession. If this contract is for the repair or servicing of COIC-owned goods, CONTRACTOR shall bear the risk of loss until the goods have been delivered to the site designated by COIC and an authorized COIC employee or agent has taken possession of them. Title to COIC owned goods shall remain with COIC while goods are in CONTRACTOR'S possession. CONTRACTOR agrees to carry insurance to cover any losses/damages to COIC's goods while in CONTRACTOR'S possession.
- 3.26 CONTRACTOR shall, upon COIC's request, defend with counsel approved by COIC (which approval shall not be unreasonably withheld), at CONTRACTOR's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct, or other legal fault of CONTRACTOR, its officers, employees, sub consultants, subcontractors or agents in connection with the performance or nonperformance of this contract, whether or not such action, claim, suit, cause of action or portion thereof is well founded.
- 3.27 CONTRACTOR agrees that they shall not assign, sell, transfer, or sublet their rights, delegate or subcontract their responsibilities under this contract, in whole or in part, without the expressed written consent of COIC.
- 3.28 If this contract is for the supply of goods or equipment, then COIC shall be deemed to have accepted goods only after the goods have been delivered by CONTRACTOR, and COIC has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, COIC may reject any goods that fail to conform to the requirements of this

contract. COIC may revoke its acceptance of goods that fail to conform to this contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if COIC has started using the goods before discovering that they do not conform to the contract. Upon request by COIC, CONTRACTOR shall replace or repair to COIC's satisfaction any goods that have been rejected by COIC or the acceptance of which has been revoked by COIC under this Paragraph. Failure to replace or repair those goods within a reasonable time after COIC's request shall be a material breach of this contract.

- 3.29 CONTRACTOR will comply with all applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct its business and perform the services described in the Scope of Work.
- 3.30 Administration of Agreement: CONTRACTOR's compliance with Agreement shall be supervised and administered by COIC Transportation Director or designee.
- 3.31 Notice of Deficiencies: COIC's Transportation Director or designee may issue a Notice of Deficiencies to CONTRACTOR, specifying areas of unsatisfactory performance, and specifying what improvements are necessary to correct the deficiency or deficiencies. Such notice shall specify the provision(s) of Agreement that address the issue. CONTRACTOR shall correct deficiency within reasonable time limits specified by COIC not to exceed 30 days unless agreed to in advance by COIC in writing.
- 3.32 Notices and other communications shall be made by email or regular US mail to the contacts listed below:

COIC: Transportation Director
Central Oregon Intergovernmental Council
1250 NE Bear Creek Road
Bend, OR 97701
contracts@coic.org

CONTRACTOR: TBD

Service of such notices via US mail shall be deemed complete ten (10) business days after deposit in the US Mail.

- 3.33 Precedence of Agreement Document: In the event of a conflict or ambiguity arising between Agreement documents or any term therein, the document executed later in time shall prevail over the document executed earlier in time. The documents shall control in the following order unless otherwise specifically set forth in the Agreement: State of Oregon Terms and Conditions, 3.19 above of this Agreement, the Agreement, the RFP as amended by Addenda, the Proposal, and the Virtual Demonstration/Interview.
- 3.34 Continuity: Agreement is binding upon each of the parties and their respective heirs, shareholders, directors, partners, executors, and successors. Should the CONTRACTOR entity be purchased by another entity or otherwise change its corporate structure during

the term of this Agreement, COIC reserves the right to terminate this Agreement and to solicit new vendors for this service.

- 3.35 Assignment (COIC): COIC reserves the right to assign its responsibilities under Agreement to any existing or future governmental entity for the provision of public transportation services. The CONTRACTOR hereby approves the assignment and agrees such assignment shall constitute a complete novation between COIC and CONTRACTOR; and receipt by CONTRACTOR from COIC of sums then due and payable for services rendered pursuant to Agreement prior to assignment shall constitute a complete accord and satisfaction as between COIC and CONTRACTOR.
- 3.36 SUCCESSORS: Agreement shall be binding upon, and shall inure to the parties hereto, and their respective shareholders, partners, directors, agents, personal representatives, successors-in-interest, and assigns. CONTRACTOR shall not assign, sublet, or subcontract Agreement without prior written consent from COIC.
- 3.37 Counterparts: Agreement may be executed simultaneously or in counterparts, and each of the counterparts shall be deemed to be an original, but all such counterparts shall constitute the same Agreement.
- 3.38 Compensation and Invoicing: Contractor shall submit invoices concerning the completion of specific work elements. Each Invoice will contain the following information: (i) the defined work element completed; (ii) the date that the work was completed; (iii) deliverables, if applicable, associated with completed element; and (iv) any other information reasonably requested by COIC. COIC will pay the amount due under each invoice within thirty (30) days after COIC has reviewed and approved the applicable invoice. No compensation will be paid by COIC for any portion of work elements not completed to the satisfaction of COIC. COIC's payment will be accepted by Contractor as full compensation for performing the services to which the applicable invoice relates.

SECTION 4: TECHNICAL SPECIFICATIONS

4.1 PROJECT VISION AND BACKGROUND

Cascades East Transit (CET) is Central Oregon's Public Transit Service Provider. Bus and facility video surveillance systems, along with the robust network and digital video recording architecture supporting the security systems, are essential components of CET's transit operations. These systems are critical specifically for security, quality assurance, and customer service needs. CET's service area includes a tri-county area incorporating rural and urban environments which each experience extreme seasonal weather.

CET is soliciting a centralized, expandable video surveillance and security system (System) for its transit fleet (a separate RFP will be issued for its associated building facilities); as well as a service agreement to maintain such systems. CET is expecting a resilient security system that facilitates expediency in compliance with law enforcement and enables a safer environment for passengers, CET staff, and the public. A cloud-based storage, monitoring, and management platform is preferred, but not required.

This solicitation will retrofit the existing fleet and equip new vehicles as they join the fleet.

- A. The items listed throughout Section 4 of this document represent the minimum acceptable product outcome for this project.
- B. [Attachment A](#) describes CET's current and expected fleet and existing onboard video surveillance infrastructure.
- C. [Attachment B](#) describes CET's current facilities and networking architecture.
- D. CET encourages vendors to consider modern technologies and configurations that minimize the number of cameras/hardware needed and reduces costs, while offering long-term reliability meeting the standards herein. Proposed camera placement diagrams must be included with any proposal.
- E. Vendors may submit more than one offer separately and/or may submit a single offer including optional items or an alternative "package" alongside their best recommended package. This allows upfront pricing for different product models, system configurations, or service tiers with reduced administrative burden. CET's Evaluation Committee may select and score the most appropriate option(s) or package(s) offered in their sole judgement.
- F. Where optional or alternative items are included in the same proposal, the base proposal must represent a complete, fully operational system per this Section without the need for additional or optional items. CET reserves the right to terminate any agreement if it is discovered that items or services required to meet the standard of this Section incur additional costs not plainly and clearly disclosed in the base proposal.

4.2 GENERAL SYSTEM REQUIREMENTS

- A. Provide and configure a turn-key mobile video surveillance system for 77 transit vehicles (51 retrofit, 26 clean installs) to include at least 3 cameras per vehicle depending on vehicle type, onboard video recorder, wireless transmission system, integrated GPS antenna, and any other items as specified below.
- B. Provide the option to purchase and install additional video surveillance systems for up to 50 vehicles at a later date meeting the standards described herein on vehicles yet to join the fleet.
- C. Vendor shall identify any components in CET's current system expected to be used in their proposed system. All previously used hard drives and electronic media are to be accounted for and turned over to CET for secure disposal.
- D. Possess all insurance, licenses, or permits required to perform installations in the specified jurisdictions where applicable.
- E. All work shall comply with the latest revisions of the codes or regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.
- F. System shall provide video data in a manner consistent with the conveyance of video forensic evidence. Video must fairly and accurately represent what it depicts. It must be self-verifying, providing a detailed enough picture of the scene for a witness to confirm that the area is accurately depicted. Video must be of sufficient quality to distinguish facial features, apparel details, and activity. Still and video images and audio obtained from the system must be of sufficient quality to support legal claims. Audio must be of sufficient quality to distinguish normal speech within 30 feet of each microphone. Camera or lens models that produce excessive distortion should be avoided.
- G. Video, logs, and any other electronic documentation produced by this system must be made available in common, non-proprietary, license-free file formats for ease of sharing with internal staff (such as compliance officers) and external entities (such as law enforcement). Mpeg-4/h.264/h.265 video and MP3 audio export options should be included in addition to any proprietary or encrypted formats.
- H. Hardware components should be modular and/or replaceable by CET maintenance technicians to the greatest extent possible. This should allow, for example, a malfunctioning camera or network adapter to be replaced quickly to avoid prolonged service interruptions while malfunctioning components are diagnosed or repaired away from its duty location.
- I. Mobile systems shall operate on vehicle power between 11-32 VDC inclusive. Systems shall remain powered after vehicle ignition turns off, until daily uploads complete.

- J. System should maintain at least a constant 95% uptime or better while in use for all recording systems and cameras.
- K. System shall be secured against unauthorized access and protected against tampering in a manner that is consistent with standards for legal evidence.
- L. System shall allow an authorized user to playback video and images and preserve/export certain portions of the data complete with descriptive metadata.
- M. Video that is flagged shall not be overwritten until after the flag is removed. Flags shall be removed by manual review within the viewing software or automated rules approved by CET staff.
- N. Video that has been recorded shall not be lost during field operation if any DVR unit malfunctions or must restart or reboot for any reason.
- O. Cost proposal by the vendor shall include all equipment and services necessary for the proposed solution, inclusive of wiring and cabling, camera assemblies, and other necessary hardware; and services supporting the proposal such as licenses, warranties, training, subscriptions, or cloud storage provider costs. Additional line items may be added for the purpose of offering greater detail to the Price Proposal ([Exhibit A](#)), including lines marked as optional costs so long as the base proposal alone represents a complete, fully operational system meeting the requirements of this Section. Proposer may include attachments demonstrating variable costs, such as a video bitrate chart providing estimated consumption/storage costs under different configurations.
- P. Any recurring costs shall be itemized and displayed as an annual cost. The term software is used to represent either on-site software or cloud-based storage or services.
- Q. Any additional recommended features not included in the proposed package and not required to meet the specifications of this section shall be itemized as optional annual costs.
- R. All licensing, application or service tiers, feature set/suites and pricing shall be described for the specified solution.
- S. It is the Proposer's responsibility to identify sizing requirements for and/or provide new video storage equipment in sufficient quantity, and of the appropriate size and configuration to support the performance requirements (I/O per second) specified herein. After award, claims by the awarded Proposer for additional payment due to a failure on the Proposer's part to properly size the video storage equipment will be rejected. Optional costs for expanded storage or related tiered service may be considered but must be fully described in the solution response and listed in the price proposal below.

- T. CET reserves the right to purchase optional add-on equipment or services and/or technological upgrades (e.g., larger hard drives) from the awarded vendor at a later date under this agreement without separate bidding/solicitation.
- U. In accordance with federal funding requirements, and due to the size of the procurement opportunity, **offerors must comply with the Buy America provisions of [Exhibit D](#) and submit a completed Buy America Certificate ([Exhibit F](#))**. Any proposed items qualifying under valid exemptions must include documentation supporting the exempt status.

4.3 MOBILE DIGITAL VIDEO RECORDER (DVR) REQUIREMENTS

- A. CET will accept proposals including any combination of DVR, Network Video Recorder (NVR), or Hybrid Video Recorder (HVR) appropriate to each vehicle in the fleet as described in [Attachment A](#). The term DVR will be used throughout this document and may be interchangeable with the terms NVR or HVR for this solicitation.
- B. CET desires a DVR for each vehicle that is capable of storing video, audio, and metadata onboard from a minimum of **240 hours** of regular operations inclusive of all input devices connected to the DVR. Up to 60 days onboard retention preferred.
- C. Recording to the DVR shall be a minimum 15 frames per second (fps), in color, and at least 1080p resolution per camera from three or more cameras and at least two audio input channels (including integrated audio) operating simultaneously.
- D. Configurations may include cameras recording at a quality deviating from the minimum standard of 4.3.C above only if at least two cameras in the configuration meet or exceed the standard.
- E. The system shall have user selectable video compression levels (bitrate), adjustable framerates, and the ability to save flagged event video at higher bitrates.
- F. Solid state drives (SSDs) are preferred insofar as they are economical and include health status reporting to the monitoring system. Any hard disk drives (HDDs) must be robust to operation under all road conditions.
- G. DVR internal storage redundancy is preferred. Redundancy may be provided by other storage formats such as an SD card. Redundant storage may have a smaller capacity/shorter write-over period than the primary onboard storage so long as both storage devices provide health status reporting via external software interface.
- H. The DVR shall be of durable construction, capable of uninterrupted operation under extreme conditions including shock and vibration, and resistant to damage, tampering, or ingress of foreign materials.
- I. The DVR shall be housed in a splash and tamper-proof enclosure. Authorized users shall be able to easily remove hard drives/storage devices to allow data to be transportable.

- J. The DVR must be of a size and weight to permit installation in a location based on the design of the vehicle, or the vehicle manufacturer's provided location, not accessible to passengers, and capable of operating in an ambient temperature environment of -20°F-140°F.
- K. Final locations for all equipment will be agreed upon between the supplier and CET.
- L. The DVR shall include all necessary hardware and software for automatic camera operation and recording without driver intervention. If the DVR operating system stops or stalls it must automatically restart.
- M. The DVR shall record the vehicle ID, route/run, vehicle speed, and a time/date/latitude/longitude stamp from GPS and attach this information to the video file.
- N. The DVR shall capture data at vehicle startup and continue recording at least 30 minutes after shutdown (ignition off).
- O. The DVR shall include a hardware driver's "panic button" to flag an event and record video at 1080p/30fps or maximum supported resolution with a buffer of up to 10 minutes before and after the button is pressed. Systems compatible with Seon P/N 065-0096 model panic buttons may use the devices already present on CET retrofit vehicles.
- P. The DVR should have the ability to integrate data from other onboard systems such as transit CAD/AVL and/or the ability to record and display analog events including but not limited to turn signal, brake pressure, and accelerator position. The DVR shall have the ability to support the use of an impact sensor if not included in the proposed system. The J-1939 connector will not be available for video system use on CET installs.
- Q. The DVR shall have an internal clock synchronized with GPS time to ensure consistent time recording across the CET fleet, synchronized at an interval which prevents time drift, and which is supported by independent power/internal battery to maintain time integrity through any power interruptions.
- R. As pre-allocated video hard drive space is filled, the oldest video stored shall be automatically overwritten so that video is recorded on a continuous basis.
- S. Video that is flagged shall not be overwritten until after the flag is removed. Flags may be removed from the DVR by successful download/offloading of the video or manual override by an authorized user within the software.
- T. The DVR shall perform automatic, wireless, high-speed data uploads/offloading (duration not to exceed six hours) when vehicle returns to home base or provide an alert when uploads fail. Power systems must support transfer of a full day's recordings.
- U. The DVR shall be capable of data review in the field via wireless connectivity, direct interface via Ethernet and/or USB using a laptop or other external device, and removable hard drive utilizing an external docking station.
- V. The DVR shall provide a means of self-diagnostics and health status reporting, to include individual camera failure detection and health status of all onboard storage devices,

providing the operator with an onboard status indicator and reporting to the remote management system when connected to network.

- W. Proposers shall provide information concerning equipment performance such as corruption of data and memory loss associated with low, high, and extremely high peak voltage conditions.
- X. The DVR shall be fully programmable via laptop to include adjusting recording settings, fps, bitrate, and identifying metadata.
- Y. All DVR software and firmware should be upgradeable without having to remove the DVR unit from its host vehicle, with a preference for firmware updates via Wi-Fi.
- Z. The DVR shall employ a cryptographic algorithm to mark video surveillance data as it is originally written to media and shall provide a validation method capable of detecting if that data has been tampered or changed from the original.

4.4 ONBOARD VIDEO SYSTEM REQUIREMENTS

- A. CET desires camera and microphone configurations appropriate to each vehicle type described in [Attachment A](#). The sum of all the interior cameras shall provide complete coverage to monitor the entire interior of the vehicle. "System" is used below to describe the minimum configuration for each vehicle in the CET fleet.
- B. All cameras should provide optimal viewing angles of passengers, environment, and other areas as determined by CET in partnership with the contractor.
- C. All cameras shall be capable of recording in high-definition (HD) color with a minimum resolution of 1080p, frame rate of at least 30fps, and sufficient bitrate for a clear picture under all operating conditions.
- D. IP cameras operating on Power over Ethernet (PoE) are preferred.
- E. Each vehicle configuration must at minimum capture a recording of the following areas using any combination of cameras (one camera may be used to meet coverage of multiple items below):
 - a. the driver,
 - b. passenger ingress/alighting areas,
 - c. passenger cabin areas,
 - d. the roadway in front the vehicle,
 - e. the exterior passenger boarding/lift area (side of vehicle).
- F. Model camera configuration per vehicle type are included in [Section 4.5](#), however, vendors may offer alternative placements or a different number of cameras so long as the minimum requirements of this Section are met.
- G. Vehicle-based systems shall operate at least two microphones within the vehicle interior capable of capturing normal conversations within a 30-foot radius, synchronized with

video recordings. Microphones should be available in at minimum the front (near driver) and rear of each vehicle. Vehicles over 35-feet in length require three microphones. Microphones may be integrated in camera units or separate devices.

- H. The focal length, angle, and adjustability of each camera lens shall be selected to maximize image quality and viewing area for each camera.
- I. The system shall be capable of operating in typical transit daylight and nighttime conditions. Cameras should automatically and instantly adjust aperture to compensate for sudden bright or dark images.
- J. The system shall include infrared (IR) illuminators, which may be integrated in camera units or separate devices.
- K. Cameras shall be protected to prevent tampering and vandalism and shall be capable of secure installation and properly sealed to prevent intrusion of water and foreign objects.
- L. All cameras shall be robust and able to continue effective operation under extreme conditions including vibration, shock, jostling, and temperature extremes from -20°F-140°F.

4.5 MODEL CAMERA CONFIGURATIONS

The following lists demonstrate a model configuration of DVRs and cameras per vehicle type as determined by CET staff. However, vendors may propose alternative configurations or a different number of cameras so long as all minimum standards set forth in Section 4 are met. This section describes the different scope of expectations for different vehicle types in an effort to balance costs and quality.

The CET fleet may be considered in 3 groups:

- Gillig-type low-floor transit buses;
- mid-size cutaway coaches;
- and smaller vans.

For simplicity, a “package” may be proposed for each group, rather than each vehicle model, with precise installation requirements to be determined. The deviation in costs for different models within the same group is expected to be less than ten percent.

- A. Low-floor transit bus model configuration:
 - a. NVR capable of supporting full deployment of all IP cameras
 - b. Four terabytes (4TB) or greater is preferred for each onboard primary recording drive
 - c. 8 cameras, with a minimum 4 being IP cameras
 - d. Capturing these zones:
 - i. Dash/road ahead

- ii. Rear/road behind
- iii. Passenger side exterior, including a clear view of the wheelchair lift
- iv. Driver side exterior
- v. Inside view of passenger alighting area/front door
- vi. Inside view of driver
- vii. Inside view of cabin, looking back
- viii. Inside view of rear passenger area, rear door alighting area

B. Mid-size cutaway model configuration

- a. HVR supporting at least 4 IP cameras
- b. 6-8 cameras, with a minimum 4 IP cameras
- c. Capturing at minimum these zones (same zones as above preferred):
 - i. Dash/road ahead
 - ii. Passenger side exterior, including a clear view of the wheelchair lift
 - iii. Driver side exterior
 - iv. Inside view of passenger alighting area/front door
 - v. Inside view of driver
 - vi. Inside view of cabin, looking back

C. Small van

- a. HVR with support for IP cameras or a modified dash cam type unit
- b. 3-6 cameras with a preference for IP cameras
- c. Capturing at minimum these zones:
 - i. Dash/road ahead
 - ii. Inside view of passenger alighting area, including a clear view of the wheelchair lift
 - iii. Inside view of cabin, looking back
 - iv. Rear/road behind

4.6 BASE SYSTEM AND VIEWING CLIENT REQUIREMENTS

- D. The “base system” describes all components, hardware, software, and services required to complete daily offloading of data from onboard systems, store the data, and serve it

to viewing and management clients. The system may comprise any combination of wireless access points, local or remote servers, or other hardware as appropriate. Certain of these functions may be provided by managed, hosted, or cloud solutions.

- E. CET recognizes the great variety of viable solutions in this space and is open to innovative solutions. Vendor must in all cases clearly describe the all offboard system components and their function, including whether an on-premise/local server is required, whether viewing station playback is fetched on-demand directly from onboard DVRs or streamed from offboard storage, and any other details relevant to the objectives of this requisition.
- F. CET strongly prefers a cloud-based storage and management system but may consider locally hosted solutions.
- G. The base system or cloud service shall retain all video recordings and associated data uploaded to it (typically flagged events) across CET for a minimum of 60 days. Flagged video marked for retention shall be archived and preserved indefinitely (at least 3 years), protected from being overwritten, unless manually removed by authorized CET staff.
- H. This base system will be the central repository for all video, metadata, and associated materials to be accessed by staff and used for legal purposes and must be configurable and expandable to always remain compliant with CET and statutory retention requirements.
- I. The base system at each CET home base location shall be capable of automatically receiving or transmitting data to storage overnight (within six hours) from up to 30 vehicles simultaneously offloading video.
- J. The base system shall be capable of expanding storage to meet retention needs.
- K. The base system and viewing client should provide access for multiple users at different locations each with individual credentials. Administrative users should have access to configure system settings, diagnose and resolve issues, and perform routine maintenance.
- L. Viewing client shall be an internet browser-based application or a software program installable on already present Windows desktop/laptop workstations. A standalone device or proprietary hardware solely for viewing video playback is not desired (not including docking stations or adapters). Vendors must provide minimum required specifications for workstations to operate the viewing client as part of this proposal.
- M. Mobile viewing clients shall be the same laptop-based application or program and/or an app available for Windows, Android, or iOS mobile devices.
- N. Viewing client shall allow viewing time synchronized video from multiple cameras.
- O. Client will provide basic functionality for an authorized user to review video and synchronized audio by streaming without requiring download (buffering is acceptable) or file format conversion on the workstation, to include:

1. Playback at user-selectable speeds.
 2. Step forward or back in one frame increments.
 3. Skip to beginning or end of video.
 4. Maximize video display to 100% zoom; zoom in and out on selected image.
 5. Adjust brightness, contrast, and sharpness of an image and restore image to unaltered state.
- P. Client shall allow the user to export video clips at specified timestamps to common video file formats, capable of playback without the use of vendor proprietary codecs or other access restrictions. MPEG-4, h.264, and h.265 preferred.
- Q. Client shall allow the user to capture and export still pictures in multiple formats in the maximum available resolution and quality. JPG format preferred.
- R. Client shall include advanced search and display options, such as searching by date, time, GPS location, vehicle identifier, DVR and camera identification/serial number, flagged events, and all other metadata as available. Metadata should be exportable with video clips and/or exportable to batch reports. Automated and configurable periodic (monthly, annual) summary reports preferred.
- S. Client shall include a system-wide health status dashboard, actionable alerts connected to identified issues, and status reporting on each component in the system.
- T. The client shall be configured to send text and email alerts to system administrators in the event of critical system events such as a hard drive failure, communication link failure, power supply failure, camera failure, etc.
- U. Client shall provide basic analytics functions, reporting, and logs, including reports or logs containing detailed and summary statistics related to searchable metadata fields, system health, system activity, and administrative actions.
- V. Client shall support global software and firmware updates. The client shall have the capability to “push” updates to all devices without the need to “touch” individual devices. Success or failure of the update shall be reported centrally to the client.

4.7 TRAINING, DOCUMENTATION, AND SUPPORT

- A. The Proposer shall provide training through hands-on demonstration, classroom, manuals, or other related technical procedures.
- B. Training schedules shall be coordinated with CET’s Project Manager. CET reserves the right to adjust the schedule. CET shall determine how many staff need to complete the training and shall have final approval of the number of training sessions required.
- C. The Proposer shall provide full systems administration and operation training which shall include proper methods for day-to-day operation of both the hardware and software.

- D. The Proposer shall also supply maintenance training to allow CET staff to maintain equipment and materials for reliable performance and maximum service life. This shall include a recommended schedule for routine inspection and preventive maintenance activities, inspection checklists, and procedures.
- E. The Proposer shall provide documentation and diagrams showing the installation of the CET fixed-end component and vehicle systems. This documentation shall not be generic but shall depict the systems as installed.
- F. Provide a Microsoft Excel equipment inventory spreadsheet containing at minimum the following information for all equipment provided under this contract:
 - 1. Install date
 - 2. CET supplied asset tag number
 - 3. Asset location
 - 4. Equipment description
 - 5. Manufacturer model number
 - 6. Manufacturer serial number
 - 7. MAC Address of camera
- G. The Proposer shall supply complete systems operations and maintenance manuals for each type or model of equipment purchased. The manuals will cover all hardware and software. Additionally, the manuals will cover troubleshooting steps for both hardware and software related issues.
- H. All documentation provided shall be in both hard copy and electronic formats.
- I. CET shall review the documentation, diagrams and manuals for completeness and clarity. If CET determines additional information is required, the Proposer will supply the requested information in a format specified by CET at no additional cost.
- J. Proposer shall include a maintenance proposal as part of their submission detailing warranties for all items and services included under this agreement and any routine/preventive maintenance requirements and service schedules.
- K. Qualified technical support staff must be available to assist CET during normal business hours, 8:00am to 5:00pm (Pacific time), Monday through Friday. Proposals must explain how after-hours support will be provided.
- L. Support staff must be trained to troubleshoot and resolve repair and technical concerns. Proposals must explain how on-site service will be provided at short notice when technical assistance is necessary to resolve equipment failure.
- M. All systems and components under this proposal shall be furnished the most current, stable software version tested for use on the respective platforms. Software shall contain version control numbers and features shall be included to identify the software version on each device.
- N. All systems and components under this proposal shall be capable of expansion and/or upgrade as a means of extending the system life expectancy.

- O. Upgrades and updates to the system or any component of the system shall be made available at no additional cost to CET during the warranty period and proposers must give a cost associated with updates after warranty.
- P. Proposer shall recommend attic stock as a part of this proposal and make available replacement parts for a period of five years.

4.8 INSTALLATION REQUIREMENTS

- A. CET is looking for a “turnkey” solution. The vendor will be responsible for all camera hardware, software, licensing, and initial configuration of equipment.
- B. Proposers may include optional costs for vendor-provided installation (and removal on retrofit vehicles) of all included systems. CET reserves the right to perform or contract hardware installation independently.
- C. Proposals must fully describe any software licenses required for the purchase and operation of any part of the proposed system. This shall include any per unit/user costs, the terms and conditions of use and any upgrade costs. Proposers must include with their proposal a copy of the software licensing agreement.
- D. CET requests to receive and hold materials ready for installation at a local CET facility where installation will take place in order to avoid potential delays related to just-in-time delivery as installation may require vehicles being removed from transit operation. CET will make space available where Installer personnel can access these materials.
- E. Vendor shall supply camera specifications including: manufacturer, model, description, any special maintenance requirements, and information regarding the life expectancy of each major component (DVR, camera, microphone, switch, router, etc.).
- F. Vendor to configure the camera frame rate and compression rates to balance quality, storage, and bandwidth utilization.
- G. Vendor is responsible for all mounting hardware, brackets, conduit, and accessories as required by manufacturer and/or site conditions to successfully place the cameras per proposal.
- H. The field of view on all cameras is to be coordinated and confirmed with CET staff.
- I. All costs associated with planning and site assessments prior to installation shall be included in the price quoted for installation.
- J. If the vendor proposes installation services:
 - 1. The vendor should describe the qualifications and experience of the installation team on the Response Commitment Form in [Exhibit C](#), to include a description of the installer’s relationship to the vendor and the installer’s direct experience on the systems being proposed.

2. The vendor will be responsible for coordinating with CET staff in configuring the networking equipment and provide credentials and passwords.
3. Vendor to configure each camera's identification and description using a naming scheme that incorporates building or vehicle identifier, scheme to be approved by CET staff before setup begins.

4.9 PROJECT MANAGEMENT AND SCHEDULING

This section only applicable where vendors propose installation services.

CET is a public transit service provider that operates service nearly 365 days a year. The vendor is required to work with CET to coordinate all installation and testing without disruption of transit operations. Preference will be given to proposals who provide past examples of installation during real-world fleet operations.

- A. The Vendor shall provide a Project Management Plan that includes, a detailed Work Breakdown Structure (WBS), project scope, deliverables, schedule, QA/QC processes, and risk management sections.
- B. The Plan shall describe how the Vendor intends to monitor and control the installation and deployment of the proposed system and mitigate risks in order to ensure the system meets the design specifications and meets it on schedule.
- C. Space will be provided for proposed on-premises standard infrastructure hardware such as servers, workstations, routers, switches, and wireless access points that may be identified as part of the proposal. Proposer shall supply the specifications for these items as part of this proposal.
- D. Based on operational need, CET will provide a minimum of two (2) buses at a time for removal, installation, and testing of DVR and onboard video equipment.
- E. Piloting and system acceptance testing of each vehicle and its system will be required before moving on to the next scheduled install. The CET Project Manager or designated appointee will approve each vehicle installation.
- F. CET will provide space in the Bend and Redmond (Oregon) maintenance yards for installation.
- G. The Vendor shall establish regularly scheduled status meetings with the CET Project Team and provide a schedule for these meetings subject to the approval of CET.
- H. The Vendor shall develop and maintain a project schedule including tasks, milestones, start and end dates, task prerequisites, and task owners based on an approved WBS.
- I. The schedule shall represent tasks associated with completing work on all items identified in the WBS. The Vendor shall update the project schedule with actual dates as tasks are completed.

- J. The Vendor shall provide the updated schedule as an agenda item for all status meetings between CET and the Vendor.
- K. The schedule shall address the following at a minimum:
 - 1. Site surveys
 - 2. Detailed design review
 - 3. Site preparation
 - 4. Equipment delivery
 - 5. System installation
 - 6. System configuration
 - 7. System optimization
 - 8. Field acceptance testing (conditional and final)
 - 9. Limited coverage testing
 - 10. User training
 - 11. System cutover
 - 12. System documentation development and delivery
 - 13. System and equipment warranty
 - 14. A system back out plan (SBOP) should any portion of the system fail during transition to restore previous levels of operation to the system.
 - 15. System Acceptance

4.10 PRODUCT GUARANTEE AND WARRANTY

- A. Materials and workmanship specified herein and furnished shall be fully guaranteed by the manufacturer for a minimum three (3) years from transfer of title against any defects. The Proposer shall correct defects that may occur as the result of faulty workmanship within first year after installation and acceptance by CET, at no additional cost to CET. The Proposer shall promptly, at no cost to CET, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective work within first year after completion of the project of which the work is a part. The period of The Proposer's warranty(ies) for any items herein are not exclusive remedies, and CET has recourse to any warranties of additional scope given by the Proposer to CET and all other remedies available at law or in equity. The Proposer's warranties shall commence with acceptance of/or payment for the work in full.
- B. The Proposer shall pass along to CET any additional warranties offered by manufacturers, at no additional costs to CET, should said warranties extend beyond the one-year period specified herein.
- C. This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by CET or anyone other than employees or agents of the Proposer. The Proposer's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at the Proposer's option. Insurance covering said equipment from damage or loss is to be borne by the Proposer until full acceptance of equipment and services.

ATTACHMENT A: FLEET AND CURRENT MOBILE SYSTEM

This attachment describes CET’s current fleet at the time this RFP was drafted and the video systems on each vehicle.

A.1 CURRENT FLEET

These vehicles are expected to receive video surveillance systems as a retrofit installation. Exact models and quantities of vehicles subject to change before contract award date due to CET grant status, vehicle lifecycles, and external factors.

Type	Models	Quantity	Note
Low-floor transit bus	Gillig	6	
Mid-size cutaway	Freightliner M2	26	
	Ford E450	14	
Small van	Ford Transit	5	
Total		51	

These vehicles are expected to be replaced with like models in the next year and will receive clean installs of the video surveillance system. Where the model is noted as “RFP pending” those are expected to near-term additions to the fleet.

Type	Models	Quantity	Note
Low-floor transit bus	<i>RFP pending</i>	2	
Mid-size cutaway	Freightliner M2	2	
	Ford E450	11	
	Ford E350	6	
Small van	<i>RFP pending</i>	5	
Total		26	

A.2 CURRENT HARDWARE PER BUS

- 1 SEON proprietary NVR (TH8, 2TB HDD)
- 1 Ubiquiti Bullet M2 HP (wireless bridge to connect NVR to SEON WiFi at fleet yards)
- 1 antenna to boost range of bullets (wireless bridges)
- 4-8 cameras based on bus model

A.3 CURRENT NETWORK INFRASTRUCTURE

- 2 Windows 2008 R2 servers running SEON/SafeFleet proprietary listening services for video retrieval from buses
- 2 long range antennae to broadcast SEON WiFi longer distances (at fleet yards)
- 10 standard access points to broadcast SEON WiFi as described in [Attachment B](#) below.

ATTACHMENT B: FACILITIES

This attachment describes CET’s current facilities where vehicles are kept overnight – called their “home base” in this document.

B.1 HOME BASE LOCATIONS

Location	Access Point/s	ISP
Bear Creek Maintenance Yard 1250 Bear Creek Road Bend OR 97701 COIC administrative offices, maintenance facility, planned fuel plant	High power directional antenna	Unrestricted Dedicated Fiber
Redmond Public Works 334 NE Antler Avenue Redmond OR 97756 CET call center offices, maintenance yard shared with local municipality	High power directional antenna, Wireless repeater/antenna	Unrestricted Dedicated Fiber

EXHIBIT A: PRICE PROPOSAL

INITIAL SYSTEM BUILD OUT COSTS

Description	Quantity	Cost/Unit	Total Cost
Site assessment, system design			
Initial training of 10 CET staff			
Maintenance and support (annual cost)		/yr	
Storage/cloud services (annual cost)		/yr	
Licensing (annual cost)		/yr	
Warranty (if not included, annual cost)		/yr	
Recommended attic stock (describe)			
Other:			
Total			

RECURRING COSTS

Total annual cost per year for each line item.

Description	Year 2	Year 3	Year 4	Year 5
Maintenance and support				
Storage/cloud services				
Licensing				
Warranty				
Other:				
Total				

PROPOSED SYSTEMS COSTS

Pricing per vehicle system should be inclusive of all costs. Please use worksheets below to describe each system in detail and attach any relevant documentation. CET and its evaluation committee may mix and match between any proposed and alternate/optional components in selecting a system that best balances the priorities of CET.

This table summarizes worksheets below. Please add additional lines if more packages are proposed.

Description	Quantity	Cost/Unit	Total Cost
Vehicle Package 1			
Vehicle Package 2			
Vehicle Package 3			
Total	77		

COST OF EACH ADDITIONAL PROPOSED SYSTEM IN SUBSEQUENT YEARS

Provide price per package each year. Total quantity expected to be 10 additional vehicle packages per year, not to exceed 50 total over 5 years.

Description	Year 2	Year 3	Year 4	Year 5
Vehicle Package 1				
Vehicle Package 2				
Vehicle Package 3				
Total				

ON-PREMISE EQUIPMENT, OTHER COSTS

CET prefers a cloud-based system as described in Section 4.6, but may consider on-premise solutions. Use this section to describe any equipment or other costs supporting the proposed systems not described elsewhere. Add lines as needed.

Description	Quantity	Cost/Unit	Total Cost
1.			
2.			
3.			
4.			
5.			
Total			

Other recurring costs (total annual cost per year for each line item):

Description	Year 2	Year 3	Year 4	Year 5
1.				
2.				
3.				
4.				
5.				
Total				

OPTIONAL: INSTALLATION

CET expressed a preference for vendor-provided installation in Section 4, but reserves the right to self-install video systems or independently hire a local contractor.

Description	Quantity	Cost/Unit	Total Cost
Vehicle-Based System: Package 1			
Vehicle-Based System: Package 2			
Vehicle-Based System: Package 3			
Total			

Cost per vehicle in subsequent years (not to exceed 50 vehicle packages):

Description	Year 2	Year 3	Year 4	Year 5
Vehicle-Based System: Package 1				
Vehicle-Based System: Package 2				
Vehicle-Based System: Package 3				
Total				

VEHICLE-BASED SYSTEMS BY PACKAGE

Please complete the worksheet below for each vehicle configuration proposed. A single “package” may be applied to multiple vehicle models or the groups described in [Section 4.5](#) if proposer chooses. As mentioned in Section 4 above, given the wide variety of options available, vendors may submit a best recommended package and an alternate package for the same vehicle types balancing the factors prioritized by CET. CET’s Evaluation Committee may choose between proposed and alternate packages in crafting their recommendation.

Pricing must be inclusive of all hardware and software necessary for a complete, fully operational installation per vehicle.

[Worksheet begins on next page.]

Worksheet: Vehicle Package ____ (please enter sequential numbering)

Package is proposed for use on the following vehicle models (check all that apply):

Retrofit models:

- Gillig (6) Freightliner M2 (26) Ford E-450 (14) Ford Transit (5)

Replacement models (clean installs in Year 1):

- Low-floor transit bus (2) Mid-size cutaway (19) Small van (5)

Package quantity = ____ (Sum of all model quantities selected above. Please copy into the Quantity for this Package under Proposed System Costs above.)

Proposed configuration: This should be the best recommended configuration

Copy the Total Cost at the bottom of this table into the Cost/Unit for this Package under Proposed System Costs above. Quantity on the below tables should be *per vehicle* (for example, 4 cameras of type 1 per vehicle)

Description	Quantity	Cost/Unit	Total Cost
Complete DVR system with storage and connectivity Model: Storage capacity:			
Wireless networking equipment (wi-fi adapter, antenna, GPS)			
Power Adapter, Wiring, and Connectors			
Mounting kits			
Driver Panic Button			
Camera type 1, model:			
Camera type 2, model:			
Camera type 3, model:			
Camera type 4, model:			
Software and licensing			
Total			

Cost per additional vehicle in subsequent years for proposed package

Total quantity over 5 years not to exceed 50 vehicle packages.

Description	Year 2	Year 3	Year 4	Year 5
Complete DVR system with storage and connectivity Model: Storage capacity:				
Wireless networking equipment (wi-fi adapter, antenna, GPS)				
Power Adapter, Wiring, and Connectors				
Mounting kits				
Driver Panic Button				
Camera type 1, model:				
Camera type 2, model:				
Camera type 3, model:				
Camera type 4, model:				
Software and licensing				
Total				

Reuse this worksheet for as many packages as needed.

Add lines for optional items where appropriate.

EXHIBIT B: Form for Proposal Deviation

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to [Section 2.2](#) of the PROPOSAL EVALUATION CRITERIA.

Deviation #	Proposer:	
RFP CET 23-03	Page:	Section:
Complete description of Deviation:		
Rationale (Pros & Cons):		

EXHIBIT C: Response Commitment Form

Vendor may reference prepared materials as a response (e.g., "See page 8 of Technical Specifications, attached.")

1. Please describe or attach documentation describing the vendor's proposed base system, method, and schedule for offloading mobile DVR data, and any necessary networking hardware and/or cloud services required to support the system.
2. Describe how video may be rapidly accessed on the vehicle in a field situation. For example, how may an authorized CET staff member quickly obtain or review footage at the scene of an incident away from the vehicle's home base before it has been able to offload its data?
3. Describe how video may be rapidly accessed away from the vehicle or at a different site. For example, how may an authorized CET staff member located at Hawthorne Station in Bend quickly obtain or review yesterday's footage from a vehicle located in Redmond?
4. Describe how video segments may be flagged and preserved for later review. Please include a description of video quality, buffer time, and how each part of the protocol may be adjusted or made to occur automatically.
5. Describe the qualifications and experience of the installation team (if proposed). Please include a description of their relationship to the vendor and describe their direct experience on the systems being proposed.
6. Describe the qualifications and experience of the on-site support team and their expected response time. Please include a description of their relationship to the vendor, their direct experience on the systems being proposed, and how they will be expected to arrive on site (flight, etc).
7. Describe how CET may execute the option to equip new vehicles with video surveillance systems at a later date.
8. Describe the process for a warranty claim, including details about expected turnaround time, the nearest certified warranty provider, and whether transporting vehicles outside the CET service area may be required.

EXHIBIT D: Buy America Requirements

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §

200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3) all construction materials⁴⁴ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers:

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- 1) applying the domestic content procurement preference would be inconsistent with the public interest;
- 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- 3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [link to awarding agency web site with information on currently applicable general applicability waivers].

Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

EXHIBIT E: Buy America Certification

(Required for contracts greater than \$100,000)

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Title

Date

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Company Name

Authorized Individual's Name (Print)

Authorized Signature

Title

Date

Note: Documentation may be required during the project to confirm Buy America purchases.

EXHIBIT F: Federal Regulations & Required Third-Party Contract Clauses

ALL OR PART OF THIS CONTRACT IS FEDERALLY FUNDED. CONTRACTOR shall comply with the following applicable federal regulations in addition to all other specifications, terms and conditions of this Invitation for Bid or Request for Proposal. As used in these regulations:

6. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C**

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS

**33 U.S.C. §§ 1251-1387
2 C.F.R. part 200, Appendix II (G)**

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. LOBBYING

**31 U.S.C. § 1352
2 C.F.R. § 200.450
2 C.F.R. part 200 appendix II (J)
49 CFR Part 20**

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

lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325

2 C.F.R. § 200.333

18 CFR 18.36 (i)

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

8. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

9. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

10. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

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

12. FEDERAL CHANGES

49 CFR Part 18

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

14. CLEAN AIR

42 U.S.C. §§ 7401 – 7671q

40 CFR 15.61

49 CFR Part 18

2 C.F.R. part 200, Appendix II (G)

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the

Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

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

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

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the

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

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

FTA Circular 4220.1F

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, COIC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by COIC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, COIC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) COIC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to COIC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days] after receipt by Contractor of written notice from COIC setting forth the nature of said breach or default, COIC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude COIC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, COIC may terminate this contract for default. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, COIC may terminate this contract for default. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of COIC, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and COIC shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, COIC may terminate this contract for default. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

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

2. The Contractor, within [10] days from the beginning of any delay, notifies COIC in writing of the causes of delay. If in the judgment of COIC, the delay is excusable, the time for completing the work shall be extended. The judgment of COIC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) COIC may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

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

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

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

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

If, after serving a notice of termination for default, COIC determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, COIC, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by COIC. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COIC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT

5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

49 U.S.C. Chapter 53, Executive Order No. 11246

20 U.S.C. § 1681 et seq., 49 C.F.R. part 25

42 U.S.C. § 6101 et seq., 45 C.F.R. part 90

29 U.S.C. § 621 et seq., 29 C.F.R. part 1625

42 U.S.C. § 12101 et seq.

Civil Rights and Equal Opportunity- COIC is an Equal Opportunity Employer. As such, COIC agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, COIC agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(d) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by COIC's Executive Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to COIC's Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of COIC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COIC and the Contractor arising out of or relating to this contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which COIC is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by COIC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.09 %. A separate contract goal has not been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from the Agency. In addition, the Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

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

32. PROMPT PAYMENT

The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

EXHIBIT G: Affidavit of Non-Collusion/Conflict of Interest

I hereby swear (or affirm) under penalty for perjury:

1. That I am Offeror (if the Offeror is an individual), a partner in the offer (if the Offeror is a partnership), or an officer or employee of the Offeror corporation having the authority to sign on behalf (if the Offeror is a corporation);
2. That the attached offer has been arrived at by the Offeror independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;
3. That the contents of the offer have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offer or it's surety or any bond furnished with the offer, and will not be communicated to any such person prior to the official awarding of this procurement; and,
4. The Contractor shall not offer or provide gifts, gratuities, favors, entertainment or any other gratuities of monetary value to any official, employee or agent of COIC during the period of this contract or for one year thereafter.
5. Personal/Organizational conflict arises when (1) an employee, officer, agent or board member, (2) any member of his/her immediate family, (3) his/her partner, or (4) an organization that employs, or intends to employ any of the listed, participate in selection, award or administration of state funded contracts and have financial or other interest in a firm competing for or selected for award. To the best of my knowledge and belief, no affiliation exists relevant to possible organizational or personal conflicts of interest.
6. The Offeror shall disclose, to the best of his/her knowledge, any Local, State or Federal employee, COIC employee, or member of the State legislature, Elected County or City officials within the service area of COIC, or any relative of such who is an officer or director of, or has a material interest in, the Offeror's business, who is in a position to influence this procurement.

Name

Relationships

That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 20____ .

If the Offeror is unable to complete this form then it needs to disclose and attach to this form a detailed statement fully disclosing any exceptions and why it believes, in light of the interest(s) identified that performance of the proposed contract can be accomplished in an impartial and objective manner. COIC reserves the right to request more information, to disqualify the Offeror, to contract with the Offeror if it is in COIC's best interest and include appropriate provision to mitigate or avoid such conflict in the contract awarded. Refusal to provide the disclosure or representation or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been know prior to award, an immediate and full disclosure shall be made in writing to COIC. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. COIC may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of COIC.

(Failure to complete this form and to submit it with your offer may render this offer non-responsive.)

EXHIBIT H: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential CONTRACTOR for a major third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for 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 commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party CONTRACTOR) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

CHECK APPROPRIATE BOX:

[] The undersigned chief legal counsel for the _____ hereby certifies that they have authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

EXHIBIT I: Certification of Restrictions on Lobbying

I, _____, hereby certify on behalf of _____, that:

- a. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing, or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made, or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. 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.

Executed this _____ day of _____, of 20____

Signature of Authorized Official _____

Title of Authorized Official _____

EXHIBIT J: Certification of Compliance with FTA Disadvantaged Business Enterprise And Equal Employment Opportunity Programs

PROPOSER: _____

As a recipient of Federal funds, the Central Oregon Intergovernmental Council (COIC) is required to follow Title 49, Code of Federal Regulation, Part 26, and other applicable Disadvantaged Business Enterprise (“DBE”) regulations. It will soon be required to follow applicable Equal Employment Opportunity (“EEO”) rules and regulations as well.

Signing this proposal, on the signature portion thereof, constitutes agreement to follow Title 49, Code of Federal Regulation, Part 26, and other applicable Disadvantaged Business Enterprise (“DBE”) and Equal Employment Opportunity (“EEO”) rules and.

Note: The above DBE/EEO Affidavit is part of Contractor’s Proposal. Signing this Proposal, on the signature portion thereof, shall also constitute signature of this DBE/EEO Affidavit.

By: _____ Title: _____ Date: _____

EXHIBIT K: Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. Contractor shall require compliance with these requirements in each of its subcontractor contracts.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24

17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as an endorsed Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the

marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Recipient shall immediately notify State of any change in insurance coverage.

CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this Exhibit.

EXHIBIT L: Receipt of Addenda

ADDENDA RECEIVED (If none received, write "None Received"):

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Date: _____

Signature: _____

Name (Print): _____

Title: _____

EXHIBIT M: Proposal Submission Checklist

The following is a list of items that must be included in each proposal to be considered complete and responsive.

- Exhibit A: Price Proposal
- Exhibit B: Form for Proposal Deviation
- Exhibit C: Completed Response Commitment Form
- Exhibit E: Completed and Signed Buy America Certification
- Exhibit G: Completed and Signed Non-Collusion/Conflict of Interest Affidavit for Proposer
- Exhibit H: Completed and Signed Certification Regarding Debarment & Suspension
- Exhibit I: Completed and Signed Lobby Restrictions Certification
- Exhibit J: Completed and Signed DBE/EEO Certification.
- Exhibit L: Completed and Signed Receipt of Addenda Form
- Exhibit N: Formal Offer Signature Sheet
- Concise but complete narrative description of the Requested Services.
- 2-3 page narrative description of the proposed Technical Approach
- Concise but complete narrative description of the Firm's Related Experience.

Note: The above list is provided only as an aid to Proposers. Any inadvertent omission of required items does not relieve Proposers from their responsibility to provide a complete proposal by the required deadline.

EXHIBIT N: Formal Offer for Video Surveillance System for CET Fleet

The undersigned proposer submits this proposal in response to COIC's Request for Proposal # CET 23-03 for the contract named above.

The proposer warrants that it has carefully reviewed the RFP and that this proposal includes a statement of all of the proposer's objections to any provisions of the RFP or contract. The proposer agrees that, if this proposal is accepted by COIC, the proposer will enter into a contract with COIC in substantially the form of the contract language included in this RFP to provide all necessary labor, materials, supervision, and other means required to complete the work in accordance with the requirements of this RFP and contract.

Except as otherwise expressly provided in this proposal, this proposal incorporates by reference, as if fully set forth in the proposal, the full content of the RFP and contract.

All documents required by the RFP are attached to this Proposal Form.

The person signing this proposal form for the proposer certifies that he or she is authorized by the proposer to sign this proposal on the proposer's behalf.

Name of Proposer: _____

Business Address: _____

Firm's Federal Tax ID#: _____

Representative's Phone: _____

Authorized Signer's Name (print): _____

Authorized Signer's Title: _____

Authorized Signature: _____

Date: _____

EXHIBIT O: General Standards of Proposer Responsibility

To be determined responsible, a prospective contractor must meet all of the following requirements:

- Neither the firm, nor its principles show up on the Federal government's debarment and suspension website, www.sam.gov. This site denotes those individuals and firms that currently are prohibited from participating in Federally funded contracts;
- Financial resources adequate to perform the contact, or the ability to obtain them;
- Ability to meet the required delivery or performance schedule, taking into consideration of all existing commercial and governmental business commitments;
- A satisfactory performance record;
- A satisfactory record of integrity and business ethics;
- The necessary organization, experience, accounting, operational controls, and technical skills, or the ability to obtain them;
- Compliance with applicable licensing and tax laws and regulations;
- The necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- Compliance with Affirmative Action and Disadvantaged Business Program requirements; and,
- Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.