



# REQUEST FOR PROPOSALS (RFP) #2024-01 (RE- ISSUE) FOR CITY OF JACKSON SECURITY CAMERA SYSTEM SOLUTIONS



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Best & Final Offer (If Necessary)	TBA
Contract Award	TBA

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RFP # 2024-01 (Re-Issue)

**Security Camera System Solutions**

1785 Highway 80 West  
Jackson, Mississippi 39204

**General Guidelines:**

This document is intended to assist prospective vendors in successfully making a proposal for the work contemplated herein. Vendors are strongly encouraged to read the entire document very carefully.

- All attachments must be filled out completely. Federal and state regulations mandate that all attachments be submitted.
- If an attachment does not apply to your business or proposal, mark the form "Not Applicable". Sign and date such attachments.
- The City of Jackson ensures that the Disadvantage Business Enterprises (DBEs), as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary paperwork in its entirety.
- CITY OF JACKSON reserves the right to waive any irregularities and/or reject all responses to this solicitation.
- CITY OF JACKSON is under no obligation to award a contract to any firm responding to this solicitation and reserves the right to withdraw any award notification made before entering into a contract.
- City of Jackson demonstrates a continued commitment to the success of minority, women, veteran and disability-owned (MBE, WBE, VBE) businesses in Jackson by promoting contracting opportunities for vendors certified by the City of Jackson Office of Minority Business Enterprise (MBE) businesses certified with the Mississippi Department of Transportation Division of Supplier Diversity within public transit. The program is designed to ensure an equal opportunity for MBE, WBE, and VBE vendors to receive and participate in contracts that are presented through competitive solicitations and are without a Federal Disadvantaged Business Enterprise (DBE) participation requirement. If there is any evidence or indication that two or more bidders are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the submission of all such bidders shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitation undertaken by CITY OF JACKSON.

When in doubt, contact CITY OF JACKSON's Transit Services Procurement Department at [mguice@jacksonms.gov](mailto:mguice@jacksonms.gov)



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**SECTION 1  
GENERAL INFORMATION & STATEMENT OF WORK**

## 1.1 Overview (Transit Services)

The City of Jackson (the “City”) is the capital of the State of Mississippi and has a 113 square mile footprint with a population of 164,422. Jackson faces the challenge of a shrinking population since 1980, when the city experienced its peak population of 203,000 residents. Around that time of population growth from 1976 to 1984, the Jackson City Council enacted a series of annexations that expanded the city’s boundary from 73 square miles to 113 square miles.

The City of Jackson is led by a Mayor and 7-member City Council. Funding is derived from multiple sources including Federal Assistance (FTA), State Funds, Local Funds and Passenger Fare Revenue. Most of the City of Jackson transit employees are members of the Amalgamated Transit Union (ATU). The City of Jackson transit system has more than 90 employees and its annual operating budget is approximately \$11.5 million.

The City of Jackson functions on an operational basis under the Rules and Regulations of the United States Department of Transportation (USDOT) through the Federal Transit Administration (FTA), applicable State of Mississippi statutes and the ordinances and regulations established by the City of Jackson, MS City Council.

The Office of Transportation administers the fixed route and demand response services within the City. That system is known to the public as “JTRAN”. The ADA paratransit demand response system is known as “JTRAN Paratransit”. JTRAN is currently undergoing a brand change from a gold/green JTRAN branding to an orange/blue JTRAN brand (new brand shown on cover page).

## 1.2 Project Overview

The City of Jackson (JTRAN) is requesting proposals from qualified company interested in providing a Security Camera System Solutions which will function as an access control system by integrating alarm monitoring, digital video indoor and outdoor IP security cameras, ID badging, visitor badging and monitoring, and database management into a single platform. Contractor shall include in this proposal all camera mounting hardware, support, maintenance, warranty, cabling, and training. This Security Camera System Solutions will replace an obsolete system. City of Jackson will require the winning vendor to assess, acquire, and implement power end to end security solutions or similar system newest version available at the time of installation, new badge readers that can be controlled by the software, new employee and visitor ID badging, and new IP based cameras. This information is furnished to assist vendors in understanding the class of product which the City of Jackson desires. It is no way intended to limit vendor competition. Vendors may submit proposals for “equivalent” solutions from alternative manufacturers, and it is 100% the responsibility of the vendor to prove that any alternate solutions fully meet or exceed the capabilities power end to end security solution. The software should also include Active Delivery which enables windows user accounts to be linked to Security Center User and cardholder accounts, and Site licenses are to be included for mobile app connections. It is anticipated that the RFP will result in a contract award to a single vendor. Vendors must clearly outline whether they are proposing to supply all services set forth in the Scope of Work or only some.

City of Jackson seeks to enhance its current infrastructure, promote resiliency, and ensure a maximum return on its technology related investments. A separate security camera system will be required for each individual location and will consist of both indoor and outdoor areas that require camera presence and one location will require access control system. Each location must be proposed independently and have a separate scope of work and cost proposal.



**Sealed Proposals will be received by the City of Jackson, Office of the City Clerk, at 219 South President Street, Jackson, MS 39205 until 3:30 PM, Central Daylight Time (CDT) until Tuesday, April 30, 2024.**

**Each vendor must submit one (1) signed original and six (6) printed copies or one (1) electronic version (on thumb drive) of its proposal, the required certifications and affidavits attached thereto in sealed envelope. Electronic bids and/or reverse auction bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.**

The award under this solicitation is subject to a financial assistance contract between the City of Jackson and the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA). The successful Vendor will be required to comply with all applicable federal regulations and will be required to certify that it is eligible for a federally assisted contract.

Copies of the Request for Proposals may be obtained from the City of Jackson, Department of Planning and Development, Office of Transportation, 1785 Highway 80 West, Jackson, MS 39204, by email to [mguice@jacksonms.gov](mailto:mguice@jacksonms.gov), by calling (601) 960-0864 or by submitting a request via facsimile to (601) 326-5416. Official bid documents are available for download from Central Biddings at [www.centralbidding.com](http://www.centralbidding.com). Please reference RFP#2024-01 (RE-ISSUE) (Re-Issue).

### **1.3 Term of Engagement**

The term of the contract will be for three (3) years with two one-year options.

### **Timeline of Events**

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**Attached to this scope of work are the schematics of each building.**

Each location must be proposed independently and have a separate scope of work and cost proposal. The submitted proposals are to include camera layout and locations, doors to be included in the access system and proposed software platforms and interface/integration of the security video and access control applications. The buildings to receive security alarms systems shall also include layout and location of systems and proposed software platforms.

**LOCATIONS:**

- (1) JTRAN Administrative and Maintenance Facility (JAMF)  
1785 Highway 80 West, Jackson, MS 39204
- (2) Union Station – **JTRAN office & transfer platform**  
300 E. Capitol Street, Jackson, MS 39201

*\* City of Jackson reserves the right to award a contract(s) without demonstrations or a Best and Final Offer.*

*\*\*Issuance of a Notice of Intent to Award is not a substitute for a contract and can be revoked.*

*\*\*\*City of Jackson reserves the right to modify the Procurement Schedule through written addenda*

**1.4 Scope of Work/Specifications**

The purpose of this Request for Proposal (RFP) is to invite prospective qualified vendors to propose and submit a solution to design, supply and install a Security Camera System for two JTRAN transit facilities and one Access Control System for 1785 Highway 80 West with security monitoring services. Monitoring service contracts for the fire, elevator and security alarm systems. The locations currently have obsolete cameras and access control systems in place, which we are looking to replace.

**The Security Camera System** should ensure that any new system allows us to have:

- A scalable system for future growth,
- Capability of retaining video for longer periods of time,
- Capability of downloading whole or segments of video,
- Capability of being viewed from multiple devices,
- Capability of having multiple staff with various level access the system,
- Capability of being connected to other systems,
- Capability of remote monitoring multi-location in a single view point with a single workflow and alarm trigger systems,
- Provide email notification of critical system events,
- Capability to ensure cyber security,
- All systems/services included in this RFP need a comprehensive service and support contract that is inclusive all systems.

All indoor and outdoor cameras should be vandal proof. Outdoor cameras should be weather proof and anti-vibration. All indoor and outdoor cameras should have the following specifications at a minimum:

- Full High Definition (FHD) 5Mp
- IP66 Rating to protect against dust and environmental elements
- IK10 rating for vandal resistant housing
- Infrared Illumination for night visibility
- Defocus Detection
- View DR (120dB) for areas that have lighting differences
- Capability to produce 30 FPS or more / 2048x1536 Res.
- Image stabilizing to reduce blurring
- Day/Night capability
- RJ45 Connectivity (Cat 65)
- Power Over Ethernet (PoE)
- 5-megapixel resolution.
- Must have tamper detection
- Must have motion detection
- Capability to record audio
- SD Card Slot
- Simple wall penetration for installation inside/outside

At a minimum the video, should include the following specifications

- Encryption of data both in-transit and at-rest
- Power-over-Ethernet IP cameras
- Tiered access to management, including multi-factor authentication (Active Directory integration is preferred)
- Audit logs of all access, both successful and attempted
- A minimum of 60 days retention at 24FPS and 1080p
- Must state bandwidth requirements for each type of camera
- External cameras must be able to operate in -40 to 120F ambient external temperature at the installation location and have heaters/blowers/domes/rain and snow hoods etc. to ensure proper operation and image quality within the range of environmental conditions experienced annually at the location of installation or as specified above.
- Internal IR, configurable on/off, no light minimum range 15 meters, max range 30 meters
- Automatic offline/tamper alerts
- Watermark/date/timestamp on all video certifiable as unaltered for use in criminal prosecutions.
- All components must comply with Section 889 of the 2019 National Defense Authorization Act
- Network infrastructure/cabling requirements
- Configurable video search by motion/physical characteristics
- Cameras shall cover all areas identified during walk through
- Verification of coverage areas and feed quality of all cameras prior to acceptance
- Cameras subject to views of varying light intensity shall have dynamic range technology to permit viewing in bright and dark areas alike within the same

frame

The proposed solution should describe the administration/management interface that will be used. Preference will be given to proposals that demonstrate systems which are easy to use, have the option to integrate with Active Directory, have an HTML client, have the ability to record on alarm, supports video aging, and have the option to search by thumbnails. Additionally, the system must be able to do the following:

1. Provide multiple levels of administrators with customizable, varying roles in the system.
2. Provide email notification of critical system events.
3. Have the capability to store 36TB or more.
4. Have the capability to provide video monitors.
5. Have the capability to view live video and review historical video for a minimum of 1 month. (One month or 30 days as per above?)

CSI requires 3-years of support and onsite support with the option to continue annual support after the 3-year period has ended. The vendor should provide a detailed description of standard and extended support, maintenance, and the average response time for a support request.

Please state the name of the company which will be delivering service and on-site support for each facility. If service has been outsourced to another firm, how long has this relationship been in effect?

Please provide a technical roadmap for the proposed solution. How does the proposed solution fit into the vendor's current product lifecycle?

Please provide a list of policies on firmware updates for the proposed solution. How often are changes released? How is the customer notified about changes? How are they applied?

CSI is looking for a turn-key solution. The vendor will be responsible for any camera hardware, any necessary cable runs, as well as installation of networking equipment at the facilities. The vendor will be responsible for coordinating with CSI's Facilities and IT Vendor in configuring the networking equipment to work with CSI's existing systems.

**The Access Control System** should allow for the management of the system via City of Jackson internal network by designated City of Jackson employees. City of Jackson requires the ability to manage all Access Control Systems from a single console. The administration feature should allow the administrator to create security groups, enroll users as an individual or members of security groups and grant/revoke access. The Access Control System reader should activate on keypad contact, smartphone app, or non-touch ID Card. The Access Control System should have the parameters such as: authorized users, hours that all users will be allowed and not allowed to gain access to City of Jackson buildings, to include daily and weekly logs and notification alerts of the events, access, and users. The Access Control System software should be compatible with Microsoft Windows operating environments.

Access Control System features shall include:

- access levels and cards per personnel
- Detailed time specifications
- Minimum 1-year log retention

- Multiple card formats for mixed card population/ mobile device authentication
- Activation/expiration date/time by person
- No restrictions on the number of users having access without additional cost
- Unlimited number of people who can administer the system with varied levels of security
- Access levels disable for immediate lock-down
- Holiday schedules to restrict access
- Timed unlock schedules
- Card enrollment reader support
- Function on battery back-up should the building lose power
- Events integrated with video system
- Allow for viewing events in real-time as well as reviewing historical events
- Provide for pre-defined reporting as well as the ability to design custom reports as needed
- Allow for the operating of individual doors or pre-defined groups of doors from the administrator's workstation
- The software should allow defining time-periods (days/hours) when access can either be granted or denied
- Authorized opening of main entrance door from a workstation.

**Provide Alarm, Fire and Elevator Monitoring Systems.** The Vendors will have a monitoring system in place and will consolidate the services for all locations and meet all the following requirements of the contract:

- Install, maintain and integrate the Alarm Systems, Door Access Controls and Camera Systems for the CITY OF JACKSON at two locations in the city. Note: Supplier must have the expertise to make these systems interoperable.
- Contractor shall provide certifications for equipment and/or solutions proposed.
- Provide an Alarm monitoring agreement acceptable by the City for a term of 7 years; consisting of an initial five years with an option to renew annually for an additional two years.
- Service request must have a response time of no more than two (2) hours due to the critical nature of these services.

The proposed solution should describe the administration/management interface that will be used. Preference will be given to proposals that demonstrate systems which are easy to use, have the option to integrate with Active Directory, have an HTML client, can record on alarm, supports video aging, and have the option to search by thumbnails. Additionally, the system must be able to do the following:

- Provide multiple levels of administrators with customizable, varying roles in the system. ail notification of critical system events.
- The state of incorporation or in which it is licensed to operate; and the form of business, and the name and contact information for your organization or team for this proposal.
- A concise statement indicating whether the vendor is prepared to supply all services set forth in the Scope of Work or only some. State clearly which sections of the Scope of Work are included in the proposal If the vendor consists of a team or joint venture, a diagram explaining the intended form and structure of any proposed partnership or joint venture is to be included.

The fire alarm system may require upgrades include the following:

1. Replace fire alarm control panel, networked together.
2. Replace remote annunciator.
3. Remote power supply connections.
4. Smoke detector connections.
5. Heat detector connections.
6. Manual pull station connections.
7. Water-flow and tamper connections.
8. Bean smoke detector connections.
9. Horn strobe connections.
10. Horn connections.
11. Strobe connections.
12. Perform test on entire system.

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, including making any inquiries to City of Jackson as necessary to gain such understanding. City of Jackson reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to vendor disqualification or cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever of City of Jackson.

The successful vendor shall agree to indemnify the City of Jackson with respect to any legal suit, claim or proceeding which may be brought against it by any third party claiming that the use of the proposed system constitutes an infringement of any patent or trade secret. The successful vendor will further agree to defend the City of Jackson against any such claims and to pay all litigation costs, attorneys' fees, settlement payments and any damages awarded or resulting from any such claims.

The City of Jackson requires standardized reports. Export capabilities are an important feature which must be available when utilizing reports. The reports shall also be instrumental in the City of Jackson's ability to gain information on operational efficiencies of the system.

## **SECTION 2 PROPOSAL INFORMATION, PREPARATION INSTRUCTIONS AND SELECTION CRITERIA**

## 2.1 Proposal Requirements

At a minimum, each proposal should contain the following elements:

- **Understanding of the Project** - Based on information contained in this Request for Proposal (RFP), as well as information obtained in subsequent addenda, and the vendor's own experience with similar operations, the vendor should indicate, in written narrative, how the software or technology proposed will facilitate the system's goals for providing cost efficient, customer responsive, demand response transportation, first and last mile solutions to the general public and clients participating in human service programs operated by us in the procurement.
- **System/Technology Description** – Vendors should fully describe the system/technology being offered as part of this submission, along with any other ITS technologies the vendor may be proposing. Vendors should clearly state that the capabilities of each product and its suitability to the task of addressing security camera system solutions needs.

Vendors must list all components or modules necessary to fully implement the project, including third party software necessary to complete the total installation (e.g., report generation software, SQL, back-up software, remote access software, etc.) required for a centralized solution. The software must be hosted in the cloud with a secure, reputable cloud computing platform (e.g., AWS, Google Cloud Platform, Microsoft Azure, etc.).

- **Implementation Plan** – Vendors should fully describe the proposed implementation plan, detailing all major milestones in the process. The City of Jackson requires that the proposed implementation plan will not interfere with operations during regular business hours. A proposed timeframe from notice-to-proceed through testing, de-bugging, and "live" operation should be developed as an integral part of this proposal.
- **Quality Assurance Plan** – Vendors should describe in detail their management strategies for overall quality assurance in the installation, start-up, and operation of the security camera system solutions software. At a minimum, vendors should address:
  - **Project Management and Staffing** – Describe the proposed individuals and team approach used to successfully communicate with the project personnel at purchaser location. If contractors are used for any part of the installation, customization, or maintenance of the proposed software system, this element of your overall approach must be identified here. The vendor must designate one individual with complete control over all installations.
  - **Quality Control** – Describe steps and techniques employed by the vendor to ensure the integrity of security camera system solutions.
  - **Maintenance, Support, and Upgrades** – Describe the vendor's network of technical support during the project, focusing both on the critical initial implementation period as well as long-term operation. Describe procedures for rendering support, including the availability of technicians 24/7 to provide on-site repairs and ability to remotely access, diagnose, and make necessary repairs. Technical support policies and pricing must be

explained in detail and the amounts included in the bid proposal.

- **Training** – Vendors should provide a detailed schedule for the necessary training of the City of Jackson personnel on the proposed system equipment and software. The cost of training should be included in the proposal. The City of Jackson will expect to have training tools/PowerPoint modules/Video recordings available to train staff.

## **2.2 Cost Proposal**

Cost Proposal Format: Each bidder must complete and submit the attached bid proposal form.

Costs that must be included in the bid proposal form:

Identify the following items as part of its base cost proposal. Each item must be listed separately:

### Budget & Estimated Pricing

All vendors must fill out the following Total Cost Summary for the project. The vendor must agree to keep these prices valid for 120 days after the due date of this proposal. The City of Jackson prefers a firm quote on the full project. Given that statement, we also want to ensure a competitive bid from each potential vendor.

If your company prefers to provide a firm quotation covering only certain phases of this type of project, ensure that each phase is fully and clearly described and is denoted as a firm or budgetary quotation. At a minimum, it is required that each vendor provides a budgetary proposal for the full scope of the work described in this RFP.

Provide detailed pricing information for the proposed solution. Include list prices and discounted prices. Only include licenses as required for the different roles of users (administrator, view only, etc.). Break pricing down by project phases if appropriate.

The City of Jackson is not responsible for any costs/expenses incurred by anyone submitting a proposal for this project. Costs/expenses are the sole responsibility of the parties submitting proposals.

### **Total Cost Summary (sample format inclusive all component for submission)**

- For all available deployment models, provide a five (5) year cost summary as displayed below.



**Five Year Total Cost Summary Total:**

Costs	Make /Model	Qty.	Unit Price	Total	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware									
Software Licensing									
Installation									
Maintenance									
Warranty									
Documentation & Training									
Project Management									
Security Monitoring Services									
Monthly Hosting Fees									
Miscellaneous									
Other (specify)									

- **Hardware:** List, describe, and record the cost of each piece of hardware that is required.
- **Software Licensing:** List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed solution.
- **Installation:** Describe any labor, equipment, supplies, or other costs associated with installing your proposed solution.
- **Maintenance:** Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.
- **Warranty**
- **Documentation & Training:** If there are fees associated with your user or technical documentation, list them here.
- **Project Management:** If there are project management fees associated with your proposed solution, list and describe them here.
- **Security Monitoring Services:** List yearly all fees associated with monitoring.
- **Monthly Hosting fees**
- **Miscellaneous:** List and describe any other costs associated with your proposed solution.

**2.3 Costs Beyond Initial Installation**

Vendors should identify on-going costs associated with the implementation of its proposed technology solutions beyond initial installation (Year 1) as alternates.

- Maintenance, Support and Upgrade Costs After One (1) Year – Vendors should identify costs to us to secure a maintenance and support contract for 4 additional years (i.e., second through fifth years) of operation. The vendor’s policy for acquisition of future upgrades, for 5 years should be included bid proposal form.
- Vendors are responsible for providing information on the IT infrastructure resources that will be necessary for the transit system to implement the vendor’s proposed technology

solution. This may include, but not necessarily be limited to:

- Workstation specifications (e.g., minimum configuration necessary to support optimal operation of installed vendor products, including operating system, RAM, processor speed, hard drive size, etc.);
- Allows defined user groups with password protection;
- Telecommunication;
- Other infrastructure, as necessary. Including a cloud-based testing environment.

#### **2.4 Cloud Hosting**

System must be cloud-hosted on a secure, reputable cloud computing platform and be fully functional on both Windows and macOS operating systems.

#### **2.5 Implementation Schedule**

Each Vendor shall be required to submit with its RFP response a detailed implementation schedule outlining major milestones and associated length of time of each phase. All appropriate project details should be specified in the implementation schedule. Schedule should provide days of each phase, not dates of completion. Beginning of project will be determined by both City of Jackson and Vendor. Implementation timeline should include tasks and length after date of project beginning.

The successful Vendor shall assign a primary contact who will assume overall responsibility for the project and provide communication with the City of Jackson during the installation phase.

#### **2.6 Cabling Installation**

Installation of all components shall be the responsibility of the Vendor. This includes all additional parts and equipment needed to complete the system such as network video recorders, cameras, access door strike, cabling and any additional parts required to provide a complete solution.

All cabling must be Category 6. All cables must be terminated into a patch panel at the Main Distribution Frame (MDF) or Independent Distribution Frame (IDF). Patch cables will be provided by the Vendor. All cables installed will be neatly organized into cable management and tied down. The Vendor will not plug any cables into the switches until authorized by the City of Jackson IT Department.

The Cabling System shall be in accordance with ANSI/TIA/EIA-568-B and BICSI guidelines.

#### **2.7 Data Ownership, Retention, and Access**

All system data shall be owned by the City of Jackson, with the rights and ability to access all data, export it to other applications, and allow access to third parties for integration purposes on a perpetual royalty-free basis. The City of Jackson shall be able to upload/download as much data as desired in transactions with the system. The vendor shall not apply any usage restriction or fee. The vendor shall not modify the data structure without the consent of City of Jackson. For any City of Jackson-approved modification to the data structure, the City of Jackson shall be given notice 60 days in advance, in order to make corresponding accommodations/modifications. The

vendor shall provide a comprehensive data archive, backup, and recovery plan and the services, equipment, and systems necessary to implement that plan. Historical data shall be stored in a larger database. The database shall retain and allow access to historical data for at least one (1) year from the date of upload.

## **2.8 Reporting**

Standard Reports

## **2.9 Ad-Hoc Reports**

System shall be capable of permitting the user to create, format, and print user-defined reports based on any data element contained in the database.

## **2.10 Hardware**

System must be offeror or third-party hosted and may not require hardware or software installation on the City of Jackson's servers. Vendor, as soon as practical after notice to proceed, shall provide a complete list of technical specifications for five (5) workstations that will generate best performance in the software's runtime environment.

## **2.11 Warranty and Maintenance Plans**

Proper warranty agreements as well as a solid and complete maintenance plan is essential for any RFP response. This should cover not only the initial setup and integration of the platform, but also continued support to ensure the working operations of the platform. This means the vendor is required to ensure that the system is functional and operational before scheduling acceptance testing or final acceptance with City of Jackson personnel. Additionally, through the use and life of the system, support from the vendor will be required and covered within the warranty / maintenance plan. In addition to this, a warranty on the hardware itself should span at least a 5-year mark. All maintenance, repair, replacement, and labor for such work must be covered under this warranty. Hardware and software technology will continue to improve and change. The vendor's solution should include their plan to keep City of Jackson up-to-date with the latest improvements to hardware and software technology. This plan should include timelines and any costs included or excluded from warranty and maintenance plans.

## **2.12 Evaluation Process**

This is a Best Value Procurement where the City of Jackson reserves the right to select the most advantageous offer by evaluating and comparing all factors as listed in evaluation criteria below. The City of Jackson will appoint an evaluation team consisting of the City of Jackson employees. Each member of the team will be given a copy of the proposals and the RFP and will evaluate each proposal's technical requirement against the RFP evaluation criteria.

Proposals which are incomplete and/or missing key components necessary to fully evaluate the Proposal will be rejected from further consideration due to non-responsiveness. The City of Jackson will not contact/inform vendors of missing documentation nor allow vendors to submit documentation after the proposal due date and time. It is the vendor's sole responsibility to check

its bid for completeness before submitting it.

As part of the evaluation process the Evaluation Committee will review the information required by Scope of Work/Specifications for each proposal. The Evaluation Committee may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the respondent’s financial condition.

The City of Jackson reserves the right to seek clarification of any information that is submitted by any respondent in any portion of its proposal and/or to request additional information at any time during the evaluation process. Any material misrepresentation made by a respondent may void the proposal and eliminate the respondent from further consideration.

Although proposal for each site is described individually, the winning bid will only be awarded to one Vendor submittal that provides a turn-key solution including freight FOB destination for the City of Jackson as a complete and comprehensive Project package.

If needed separate interviews, at the City of Jackson’s discretion, will be arranged with the top vendors identified in Phase II Proposal Evaluation. Upon completion of the interview process, the Vendor’s will be evaluated again utilizing new information gained, if any (Final Evaluation). The top ranked Vendor will be selected for contract award.

**2.13 Solicitation Evaluation Criteria**

The following are the complete criteria by which proposals from responsive and responsible vendors will be evaluated and scored for the purposes of determining competitive range and to make any selection of a proposal for a potential award. Each criterion has been assigned a weighting factor that reflects the relative significance or priority each criterion has in determining the costs and quality associated with this service.

Conversely, the proposal receiving the highest total score shall be deemed the proposal in the opinion of City of Jackson, best meets the established criteria listed herein. As such, the proposal that is evaluated by an evaluation team member as the best overall regarding criterion will receive the maximum number of points for that criterion. The evaluation criteria are listed as follows:

<b>Submission Requirement/Scoring Criteria</b>	<b>Percentage</b>
Proposed Solution and Functionality	30%
Overall Project Cost Including Reoccurring Charges	35%
Proven Experience with Related Projects	10%
Value Add, Emerging Technologies/Innovative Design Ability for Chosen Solution to Expand with City of Jackson’s Future Needs	15%
Qualifications of Firms Proposed Staff	10%

**2.14 Evaluation Methodology**

The Qualification and Capabilities Criteria will be evaluated based on the following:

- Ability for Chosen Solution to Expand with City of Jackson’s Future Needs of the Service
- Compliance with the Technical Requirements; Impact of noncompliant features on overall system functionality and value; Impact of features that exceed requirements on overall system

functionality and value; Additional features and availability referring to new and emerging technologies.

- Proven Experience with Related Projects: Technical experience in performing work on services of similar nature; Experience working with public agencies; financial stability and strength.
- Ability to Meet the Defined Technical Requirements Training and documentation approach; Qualifications of proposed project staff; References for Contractor's project manager and subcontractors. Demonstration of a well-considered installation approach; Potential impact on the City of Jackson operations; Proposed installation timeline; the City of Jackson resource requirements to support installation; Testing plans and procedures; Vendor's overall understanding of City of Jackson' needs and objectives; Suitability of the proposed technological solution to City of Jackson requirements; Quality and performance of hardware and components; Software features and functionality; Features unique to the Contractor's solution; Reliability and maintainability as evidence by use of a proven design; Ability to integrate with future technologies; Suitability of alternative approaches proposed.
- Qualifications of Firms Proposed Staff: Competency of subcontractors; assessment by client references; References with demonstrated success in providing similar services; Reputation for providing high-quality products and services.
- Overall Project Cost Including Reoccurring Charges: The Price comprises the overall cost of the base contract, including the system warranty, installation, training, maintenance costs and other reoccurring costs/fees.

The Scope of Work/Specification, as amended through the request for exception process, and any addenda thereto, will set forth the minimum requirements of the service City of Jackson requires through this procurement. The award of this contract shall be made to the vendor whose proposal, in the opinion of City of Jackson, best meets the established criteria listed herein.

### **2.15 Competitive Range**

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer, or negotiations.

### **2.16 Negotiation**

City of Jackson may undertake concurrent negotiations with vendors determined to be within a competitive range. City of Jackson does, however, reserve the right to award a contract based on the original proposal without any negotiations. The decision to award without negotiation may be made by City of Jackson if, in the sole opinion of City of Jackson, preliminary evaluation of the proposals received indicates that the best achievable and technically acceptable proposal has been received.

It is the intent of the City of Jackson that after the successful vendor has been selected, the City of Jackson and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the City of Jackson shall not be contractually bound to any bidder prior to the execution of such written contractual agreement. The contents of the bid submitted shall become part of the contractual obligation and incorporated by reference into the

ensuing contract. The contract with a successful vendor will include penalties for non-performance and failure to meet the proposal implementation schedule.

Concurrent negotiations with all vendors whose proposals are within the competitive range may be conducted by City of Jackson. Negotiations may be entered into with one or more Vendors to finalize contract terms and conditions. In the event negotiations are not successful, City of Jackson may initiate negotiations with the next ranking vendor or reject proposals.

Negotiation of a Contract will be in conformance with all applicable federal, state, and local laws, regulations, rules, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract. The City of Jackson may elect to submit a revised cost as part of the negotiation process based on current market values.

Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to City of Jackson's Council as the successful vendor for award.

### **2.17 Execution of Contract and Notice to Proceed**

Contract award, if any, will be made by City of Jackson to the responsible Vendor whose proposal best meets the requirements of the RFP, and will be the most advantageous to City of Jackson with respect to operational plan, quality, and other factors as evaluated by City of Jackson. shall have no obligations until a Contract is signed between the Vendor and City of Jackson.

Upon authorization by City of Jackson's Council, the Contract will be executed by the Mayor. The Vendor to whom City of Jackson intends to award the Contract shall sign the Contract and return it to City of Jackson. Contract award will occur when City of Jackson signs the Contract or issues a purchase order. No other act of City of Jackson shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document but will not be the authorization for Contractor to proceed. Upon receipt by City of Jackson of any required documentation and submittals by the Vendor, a Notice to Proceed may be issued, if appropriate.

### **2.18 Insurance, and Special Requirements**

Vendors will be required to provide, prior to commencing the work, maintain during the life of the contract, a certificate of insurance that includes standard types and minimum amounts listed in the following page: Copies of the following certificates of insurance shall be returned with the proposal:

- Commercial General Liability
- Professional liability
- Business automobile liability
- Worker's Compensation

### **2.19 Federal Participation**

The City of Jackson is a recipient of Federal Funding through the Federal Transit Administration of the United States Department of Transportation.

## **2.20 Reserved Right**

The City of Jackson reserves the right to withdraw this solicitation at any time in the process prior to contracting upon notification to all vendors in receipt of the solicitation documents by fax, letter or email to their last know business address. If such action is taken by the City of Jackson, no vendor will have claim for recompense.

## **2.21 Mississippi Public Records Act**

Respondents are advised that materials contained in proposals are subject to the Mississippi Public Records Act and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. As a Respondent it is your responsibility to identify any information that may fall under a statutory exemption to the Mississippi Public Records Act and clearly mark that information as Confidential. Any information marked Confidential must also identify the Mississippi Public Records Act exemption that applies. If the Respondent does not identify the statutory exemption, the Procurement Department will not consider the submission confidential. In the event the Respondent takes any legal or protective action and directs the City of Jackson not to disclose the Confidential Information, the Respondent shall indemnify the City of Jackson against any losses, including reasonable attorney fees and costs, arising from the non-disclosure of the Confidential Information.

## **2.22 Disadvantaged Business Enterprises**

This procurement is subject to the requirements of 49 CFR 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 City of Jackson has set an overall corporate DBE participation goal of **2.50%** and a separate DBE participation goal of **1%** for this procurement. Bidders are required to document sufficient DBE participation to meet this goal or, alternatively, document good faith efforts to do so pursuant to the DBE Participation and DBE Good Faith Efforts Documentation Forms provided in this solicitation. The successful bidder will be required to submit monthly reports documenting progress towards meeting its DBE goal. The report must be an accurate reflection of the committed amount and the actual amount paid to the DBE firm(s).

## **2.23 Diversity Commitment and Equal Opportunity**

It is the policy of the City of Jackson to commit to the success of minority, women, veteran and disability-owned (MBE, WBE, VBE) businesses in Jackson by promoting contracting opportunities for vendors certified by the City of Jackson Office of Minority-Owned and Women Owned Business Department (OMWBD) and/or MBE, WBE businesses certified by the State of Mississippi Department of Transportation,  
[https://mdot.ms.gov/bidsystem\\_data/bidderspdf/DBE\\_Listing.pdf](https://mdot.ms.gov/bidsystem_data/bidderspdf/DBE_Listing.pdf)

For information on the City of Jackson's commitment to diversity and equal opportunity procurement program, please contact the City of Jackson Transit Service Procurement Department at (601)960-0864.

## **2.24 Liquidated Damages**

Project start, and completion period will be determined based RFP #2024-01, Security Camera System Solutions on accepted proposal, said period will be included in the contract. Proposer must include number of days required to complete full project in their proposal.

Liquidated damages will accrue and may be assessed as provided in the Contract Documents. Should said work not be completed within the time limit agreed to, damages will be sustained by the City of Jackson. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the City of Jackson will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the City of Jackson the sum of \$250.00 per calendar day for each and every calendar days' delay beyond the time specified as and for liquidated damages, during or as a result of each calendar day by which completion of the Project is delayed beyond the completion date; in case the Contractor fails to make such payment, the City of Jackson may deduct the amount thereof from any money due or that may become due the Contractor. Should such money not be sufficient, the City of Jackson will have the right to recover the balance from the Contractor or its sureties.

Extensions of time may be requested and granted for reasonable delays. Contractor will not be assessed liquidated damages for excusable delays.

## **2.25 OSHA Compliance Requirements**

Contractor shall comply with all state and federal safety laws, including those of the Federal Occupational Safety and Health Administration ("OSHA") and its Hazardous Communication Standard. Contractor shall also comply with the Mississippi Occupational Safety and Health Administration ("IOSHA") Hazard Communication Standard. Contractor shall have in place, and be conforming to, a written Hazard Communication Program ("HAZCOM") meeting the Federal OSHA Standard 29 CFR 1926.59 or 29 CFR 1910.1200. This program must include provisions for conducting a chemical inventory and developing a list of materials to be used on the Project in the performance of the Work, inspecting and maintaining container labels for use at the Project, providing and maintaining onsite safety data sheets ("SDS") for all materials to be used on the Project, employee training, furnishing of personal protection equipment, and provide for emergency responses, hazards of non-routine tasks, multi-contractor sites, and posting. Contractor must submit a copy of the chemical inventory data and a copy of its safety plan to the City of Jackson's Safety and Security Department before the Work may begin. Contractor shall be responsible to Owner for the payment of any and all penalty fees incurred by Owner as a result of Contractor's violation of the laws set forth herein.



## **SECTION 3 VENDOR INSTRUCTIONS**

### **3.1 Notice to Vendors**

Vendors are furnished the following instructions to clarify conditions for work, development and presentation of offers, clarification of contents, review of concerns, and other pertinent information from which knowledge of preparing and offering a responsible and responsive offer may be developed.

### **3.2 Walkthrough Option**

Building layouts and current camera placements will be provided at the pre-Vendor conference. Vendors may have questions regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Vendors to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre- proposal conference. Vendors will be asked to give a demonstration of the product proposed to a committee for final evaluation.

### **3.3 Solicitation Written Questions/Answers**

All questions pertaining to this RFP shall be submitted in writing to the City's Transportation Planning Manager at [mguice@jacksonms.gov](mailto:mguice@jacksonms.gov). Questions may be submitted at any time prior to the Proposal submission date of Wednesday, January 31, 2024 at 3:30 PM CDT. The deadline for submitting questions is stated in the procurement schedule. **QUESTIONS OR COMMENTS WILL NOT BE RESPONDED TO OVER THE TELEPHONE.** A response to questions and comments will be emailed and posted to Central bidding to all solicitors after receipt of said questions or request for an interpretation or comments pursuant to the procurement schedule. Vendors shall rely only on written addenda provided by the City in submitting or revising Proposals.

Bidders are specifically directed not to contact any City personnel for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposal.

### **3.4 Addenda/Addendum/Amendment Acknowledgement**

The City of Jackson will not be responsible for oral interpretations given by any City employee, representative, or others. Bidders are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the City. Addenda will be posted on the City's website where the RFP is posted and [www.centralbidding.com](http://www.centralbidding.com). Prospective vendors must check the website for addenda or other relevant new information during the response period. The City is not responsible for the failure of any prospective vendor to receive such addenda. All addenda so issued shall become a part of this Request for Proposal. Each proposal shall include specific acknowledgement in the space provided of receipt of all addenda issued during the solicitation period. Failure to do so may result in the proposal being rejected as not responsive.

### **3.4 RFP Submission**

**Sealed Proposals will be received by the City of Jackson, Office of the City Clerk, at 219 South President Street, Jackson, MS 39205 until 3:30 p.m., Central Daylight Time (CDT) on Tuesday, April 30, 2024. Each vendor must submit one (1) signed original and six (6) printed copies of its proposal, the required certifications and affidavits attached thereto in a sealed envelope. Electronic bids and/or reverse auction bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.**

**Under no circumstance will any Proposal be accepted later than the time or date detailed or at any other location than that specified. This restriction is absolute.**

**Failure to submit a complete package will cause your proposal to be ruled non-responsive.**

### **3.5 Limitation of Responsibility**

City of Jackson is not responsible, and will not accept any responsibility, for the cost incurred by any vendor in the specific preparation or the associated activities aiding in the preparation of any offer.

City of Jackson is not responsible to return to any vendor the offer submitted to City of Jackson as a response to this solicitation

### **3.6 Accuracy in Reporting Requested Information**

Information submitted as part of the RFP will be subject to verification. Inaccurate information or information that is misleading will be, at the City's sole discretion grounds for removal of a proposal from further consideration. In the event a Vendor is awarded an Agreement because of this RFP, any inaccurate or misleading information subsequently discovered by City to be a part of the proposal will be, at the City's sole discretion, grounds for Vendor's termination by default under the terms of the Agreement.

### **3.7 Proprietary Information**

The proposals received shall become the property of the City of Jackson and are subject to public disclosure. Vendors are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in State of Mississippi Government Code and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the State of Mississippi Public Records Act or otherwise by law. Vendors who indiscriminately and without justification identify most or all, of their proposal as exempt from disclosure may be deemed non-responsive.

### **3.8 Vendor Warrants and Sub-Contractor Restrictions**

Vendor will warrant that all information provided by it in connection with this offer is true and accurate, and that the vendor by virtue of its submission is capable of supplying all work requested herein without brokering or delegating to a third party.

Vendor will warrant that it will not delegate or sub-contract its responsibilities under the Agreement beyond the level revealed in the solicitation without the prior written permission of City of Jackson.

The selected Vendor will be considered the primary contractor and will assume total responsibility to provide the City of Jackson with all material and services needed to make the system fully operational by the agreed

upon date. The City of Jackson will include references, names of the officers, names and responsibilities of those to be assigned to this project including subcontractors.

- If the vendor decides to use the services of one or more subcontractors, the following applies:
  - The City of Jackson reserves the right to select and approve subcontractors; the vendor must agree to be responsible for the actions and quality of workmanship of the subcontractor (s).
  - The vendor, always during performance and until work is completed and accepted, shall have on the premises a competent supervisor, satisfactory to the City of Jackson and with authority to act for the vendor; and the vendor will comply with all union rules (as applicable) and regulations in force at the project site.
  - Subcontractors may not be used for support after product is delivered.
  - Support must be provided directly from vendor.
  - Vendor and/or subcontractor(s) shall get clearance from Project Planning Officer before entering all areas of the building to perform work assignments.
  - Clearance will be made by all principals before work is to be done.

By submitting a bid, the vendor certifies that they are a factory authorized dealer/distributor of product quoted and is qualified and equipped to offer in-house service, maintenance, technical training assistance, and warranty services, including availability of spare parts and replacement units.

Vendors must demonstrate at least two prior successful installations within the last three years of IP surveillance camera systems over both LAN and WAN technologies with similar scope to this Project and include these details as part of the bid submittal. Evidence must include the entity, supervisor contact information, length of project and project description. City of Jackson reserves the sole discretion to determine the validity of the submitted references.

References that are no longer in business cannot be used. Inability to contact the supplied reference will result in that reference being deemed non-responsive and will not satisfy the bid requirements.

Vendors receiving negative references may be eliminated from further consideration.

City of Jackson reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the City of Jackson is aware, even if that customer is not included in the Vendor's list of references.

Vendor must be able to provide a two (2) hour response time or better in cases of outage as part of an optional follow-on support package. Bid should specify closest office and response time expected. Vendor must also have capability for 24/7/365 service level support through either on-site or network operations center (NOC) support and Next Business Day Replacement.

At the completion of the Project, the Vendor shall restore to its former condition, all aspects of the project site and daily, shall remove all waste and excess materials, rubbish debris, tools and equipment resulting from or used in the services identified in this document. All clean up, restoration, and removal noted above will be by the Vendor and at no cost to the City of Jackson. If the Vendor fails in its duties under this paragraph, City of Jackson may upon notice to the Vendor perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the Vendor. It shall be the Vendor's responsibility to remove trash from the areas it is working in and bring trash and debris to the dumpster.

### **3.9 Responsiveness and Responsibility Definitions**

All offers must be responsible and responsive.

**Definition of responsive** for submitting parties to this solicitation:

All certifications and forms blanks must be filled in, all offered goods and/or services must conform with the Statement of Work requested, unless an alternate but equal request has been submitted for approval; and all information required in the request for submissions documents must have been completed and submitted in a sealed envelope to conform with the definition of the term, *responsiveness*. Any alteration, erasure, or interlineations of the document may cause the submission to be determined as non-responsive. However, City of Jackson reserves the right to accept any offer or to reject any and all offers, or to waive any defect or irregularity found in any offer.

**Definition of responsible** for the submitting parties to this solicitation:

City of Jackson may consider among other factors, the Contractors record of integrity, experience, and past performance, its financial status, the capability to perform the project as stated, or whether the vendor is in default of any contract or other obligation to City of Jackson, the Federal, State or Local Government(s). In arriving at a determination, City of Jackson may institute a pre-award survey on any or all vendors. Vendors will be required to cooperate with the pre-award survey team. Failure to cooperate may result in a finding of non-responsibility.

### **3.10 Taxes**

City of Jackson is tax exempt from Federal and State excise, use, and sales taxes. Said taxes shall not be included in the proposal or proposal prices. The City will provide necessary tax exemption certificates. This provision does not relieve the Vendor from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

### **3.11 Asset Tags**

Vendor will adhere asset tags on all units valued at over \$100 and provide a report that must include asset number, description of item, serial number, school site and building/location where installed. City of Jackson will provide asset tags.

### **3.12 Independent Contractor**

The successful vendor shall be considered and shall accept status as being that of an "Independent Contractor" to City of Jackson and shall recognize that they are not an employee or officer of the City.

### **3.13 Contract Required**

The City of Jackson shall require the successful vendor to sign an agreement contract drafted by the vendor including all the requirements, deliverables and remedies agreed to and negotiated by both parties. The agreement shall be governed by and construed according to the laws of the State of Mississippi, without regard to the choice of law provisions of any jurisdiction. Vendors should not submit contracts as part of their proposal.

During the installation process, the City of Jackson will, as requested or as seems desirable, issue clarifications on the specifications. Should the successful vendor believe that any clarification in fact constitutes a change

to the contract, he shall so notify the City of Jackson in the form of a Change Proposal, identifying all proposed changes to the contract. However, the contract may only be modified in a writing signed by an authorized representative of City of Jackson.

During the installation process, either party may issue requests for changes in the contract. This shall take the form of a Change Proposal which, if accepted by both parties, shall be executed as a written change to the contract which will thereby be amended to the extent of the change. When, in the judgment of the City of Jackson, a need for immediate action exists, the successful vendor may be directed to proceed on a time and materials basis with the proposed change. In no event shall changes involving extra cost the City of Jackson be allowed to proceed without prior approval.

*\*CITY OF JACKSON is aware that all clauses contained in the attachment may not be applicable to this solicitation. They are provided to give potential vendors an idea of the types of legal State and Federal clauses that required in CITY OF JACKSON contracts.*

### **3.14 Federal Regulations**

Federal Procurement Regulations establish certain submissions be required from any third-party contract City of Jackson enters into with any vendor. In order that City of Jackson may be compliant with the Federal Requirements of FTA Circular 4220.1F, each vendor is required to complete and submit as a part of the offer package, completed certifications as defined in this section.

### **3.15 Failure to Supply**

Failure to supply the required certifications shall result in the determination of the offer as “Non-Responsive”.

### **3.16 Notary Seals**

Even though City of Jackson is asking for this solicitation to be submitted electronically, any certification requiring a Notary Public Seal must still be submitted by the Bid Due Date of April 30, 2024 by 3:30PM CDT.

### **3.17 Bid and Contract Procedures**

City of Jackson reserves the right, when necessary, to postpone the times at which Bid Offers are scheduled to be received and opened, and to amend the Solicitation scope of work. Prompt notification of such postponement or amendment shall be given by City of Jackson to all prospective bidders who have requested or received the solicitation documents.

If the work is amended, any responder from whom an offer had been received prior to the giving notice of amendment will be entitled to withdraw the submission and resubmit their response in conformance with the changed work.

### **3.18 Conflict**

City of Jackson officers, employees, agents, or Council members will not solicit or accept gifts, favors, or anything of monetary value from Vendors. Any City of Jackson officer, agent, employee, or Jackson City Council member with a perceived or actual financial or other interest in the award of this proposed contract will recuse himself/herself from any evaluation or decision on any proposal.

Vendors and their staff must declare any perceived or actual conflict of interest. For example, a conflict of interest would arise if a vendor or staff did the following:

- Assists in the creation of the scope of work. This includes, but is not limited to, reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.
- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during procurement.
- Assists in the creation of a project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g. distributor/manufacturer relationship).

City of Jackson will review all conflict of interest statements and notify the vendor of its decision to allow or reject a proposal as it pertains to the conflict.

If a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The vendor must pay any additional costs incurred by the City of Jackson to engage another contractor to finish the work.

### **3.19 Protest Policy**

Protest(s) will only be accepted by City of Jackson's Deputy Director of Transportation from officers of a business whose direct economic interest would be affected by the award of a contract or the refusal to award a contract. The Deputy Director of Transportation will consider all such protests submitted up to five (5) days prior to Proposal due date. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Protest(s) submissions should be concise, logically arranged, and state clearly the grounds for protest.

According to FTA Circular 4200.1F, Chapter VII (page VII-1, par. 2), "In general, FTA will not substitute its judgment for that of the recipient or sub-recipient unless the matter is primarily a Federal concern. Examples of "Federal concerns" include, but are not limited to, situations "where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud." Nevertheless, FTA can become involved in the recipient's administrative decisions when assistance to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation." In all instances, City of Jackson, Department of Planning and Development, Office of Transportation (City) shall disclose information regarding protests to FTA via memorandum.

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

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

1. Name, address, and telephone number of the protester.
2. Identification of the solicitation or contract number and title.
3. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.

4. Identification of the issue(s) to be resolved and statement of what relief is requested.
5. Argument and authorities in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to all interested parties in the Invitation for Bid or Request for Proposal process. In the case of Request for Proposals, the City Procurement Officer shall direct the protester to mail or deliver the protest to relevant parties

Mail or hand deliver the protest to:

Christine F. Welch  
Deputy Director of Transportation  
1785 Highway 80 West  
Jackson, MS 39204

**(Faxed or emailed protests will not be accepted.)**

The City's Procurement Officer will respond, in written detail, with counterclaims to each substantive issue raised in the protest. The Procurement Officer will also perform the following analysis:

- Price Analysis or Cost Analysis for each claim.
- Technical Analysis to determine the validity of the claim(s) and determine the appropriate response(s).
- Legal Analysis to consider all the factors available after the price, cost and technical analyses have been conducted to determine the contractor's, City, and FTA's legal positions.

(For more information on developing a position and how to handle liquidated damages, refer to the *Best Practices Procurement Manual* (Sec. 11.2).

### **3.20 Contact with City of Jackson**

Unauthorized contact regarding this RFP with City of Jackson employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Jackson. Vendors should reply only on written statements issued by the Transportation Planning Manager listed in section 3.3.

### **3.21 Force Majeure**

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the awarded Vendor; the awarded Vendor must notify the City of Jackson, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy; acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

### **3.22 Liability (Hold Harmless)**

Contractor will hold and save the City of Jackson, its officers, agents, and employees harmless from every claim or demand made, and every liability, loss, damages or expenses of any nature or kind including attorney fees, and costs, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the City of Jackson, unless otherwise specifically stipulated in the contract documents and unless such liability arises from the negligence or willful misconduct of the City of Jackson, its officers, employees, agent, or independent contractors who are directly employed by the City of Jackson.

### **3.23 Required Certifications**

The following pages of certifications must be completed and returned with your offer. Some portion of these required certifications may/will not be applicable to the contents of the statement of work that is attached to and made a part of this solicitation. However, the offer submitted must contain completed, signed, and sealed (if



required) documents. If the document is not applicable, write "N/A" on the face of the document and sign in the appropriate area.

**APPENDIX A – FORMS**  
**FEDERAL FUNDING COMPLIANCE REQUIREMENTS**  
**CITY OF JACKSON - EQUAL BUSINESS OPPORTUNITY (EBO)**  
**PLAN APPLICATION**



CHECKLIST FOR PROPOSAL RFP 2024-01 (Re-Issue) Security Camera System Solutions  
(MUST BE RETURNED WITH YOUR OFFER)

Offers will be received until the date and time listed.

**Proposal Data Check List**

Did you read and understand the General Specifications? Yes \_\_\_ No \_\_\_ Initials \_\_\_ Did you read and understand the Scope of Work? Yes \_\_\_ No \_\_\_ Initials \_\_\_

Are there any exceptions to the General Contract Yes \_\_\_ No \_\_\_ Initials \_\_\_ If yes, please include in separate attachment labeled "General Contract Exceptions"

Are there any exceptions to the instructions as described? Yes \_\_\_ No \_\_\_ Initials \_\_\_ If yes, explain:

---

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**Certificate Items Required to Be Returned**

- \_\_\_\_\_ Proposal Checklist
- \_\_\_\_\_ Certificate of Procurement Integrity
- \_\_\_\_\_ Certificate of Restriction on Lobbying
- \_\_\_\_\_ Certificate Regarding Debarment
- \_\_\_\_\_ Affidavit of Non-Collusion (Original Copy Must Also Be Mailed per Section 2.13)
- \_\_\_\_\_ Acknowledgment of Addenda
- \_\_\_\_\_ DOT Assisted Contracts Bidders List Certification
- \_\_\_\_\_ DBE Participation Form
- \_\_\_\_\_ DBE Good Faith Effort Documentation Forms
- \_\_\_\_\_ FTA Federal Clauses
- \_\_\_\_\_ Pricing Bidding Sheet
- \_\_\_\_\_ RFP 2024-01 Security Camera System Solutions – Schematics
- \_\_\_\_\_ Proposal Requirements Contained in Section 1.5
- \_\_\_\_\_ Equal Business Opportunity Plan (EOB)
- \_\_\_\_\_ Proposal: Electronically Delivered

It is the responsibility of the vendor to notify the City of Jackson if the contents of the solicitation do not match the description found in the Table of Contents included in the solicitation. Failure of the vendor to complete all forms and sign at all signature blocks may disqualify the offer from consideration. NO OFFER SHALL BE ACCEPTED OR CONSIDERED THAT IS RECEIVED LATER THAN THE TIME AND DATE STATED AS THE SUBMISSION REQUIREMENT. Time given in the solicitation is the current time observed by the City of Jackson, Mississippi.

\_\_\_\_\_  
Offerors Signature Date



CERTIFICATE OF PROCUREMENT INTEGRITY  
(MUST BE RETURNED WITH YOUR OFFER)

I, \_\_\_\_\_, am the officer or designated employee responsible for the preparation of this proposal offer and hereby certify that to the best of my knowledge and belief, with the exception of any information described below on this certificate, have no information concerning a violation or possible violation of Section 27 (a), (b), (c), or (e) of the FPPA \* (41 USC423) as implemented in the FAR, occurring during the conduct of this procurement.

As required by Subsection 27 (d) (1) (B) of the FPPA, I further certify that each officer, employee, agent, representative, and/or consultant of:

\_\_\_\_\_  
(Insert firm's name)

Who has participated personally and substantially in the preparation or submission of this offer, has certified that he/she is familiar with, and complied with, the requirements of Subsection 27(a) concerning any violation or possible violation of the FPPA, pertaining to this document.

List violations or possible violations (enter "NONE" if none exist):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Responsible Officer or Employee

Date\_\_\_\_\_

\_\_\_\_\_  
Printed/Typed name of Responsible Officer or Employee

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S. Code, Section 101.

Section 27 became effective July 16, 1989



CERTIFICATION OF RESTRICTIONS ON LOBBYING  
(MUST BE RETURNED WITH YOUR OFFER)

I, \_\_\_\_\_, hereby certify on behalf of

\_\_\_\_\_ : to the best of its knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.

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

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONSULANT UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

\_\_\_\_\_ Signature of the consultant's Authorized Official

\_\_\_\_\_ Name and Title of the consultant's Authorized Official Date

\_\_\_\_\_ Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS FOR ELIGIBILITY TO BID OR PROPOSE  
(MUST BE RETURNED WITH YOUR OFFER)**

\_\_\_\_\_ hereby certifies that it is not included on the U. S. Comptroller General's  
Debarred Bidders List.

Signature of Authorized official:

\_\_\_\_\_

Firm:

\_\_\_\_\_

The Vendor further certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency. Have not within a three (3) year period preceding this Quote, 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 transportation, violation of Federal or state anti-trust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.
- b. 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 B of this certification.
- c. Have not within a three (3) year period preceding this Quote had any public transactions (federal, state, or local) terminated for cause of default.

Where the Vendor is unable to certify to any of the statements in this Certification, such Vendor shall attach an explanation to this Quote.

(Check one)  I DO CERTIFY                       I DO NOT CERTIFY

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_



AFFIDAVIT OF NON-COLLUSION  
(MUST BE RETURNED WITH YOUR OFFER)

The undersigned, having submitted a bid, quote, or proposal for **RFP 2024-01(Re-Issue) Security Camera System Solutions** in accordance with notice given by the City of Jackson Department of Transit Services for the purposes or support of the transit services in and for the City of Jackson, Mississippi, for and behalf of him/herself, or themselves, first being duly sworn says:

That said bidder, quoting party, or vendor has not directly or indirectly entered into any combination, collusion, undertaking, or agreement relative to price to be bid by any person, or to prevent any person, or persons, or company from submitting pricing: or to entice any bidder, quoting party, or vendor to refrain from pricing for such supplies, merchandise, service, or contract, and that said bid so made is without reference or regard to any other bid or bids, and without agreement, understanding or combination, either directly or indirectly, with any person or persons, with reference to such bidding in any way or manner whatsoever.

Signed: \_\_\_\_\_ Vendor or Agent

State of \_

SS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County of \_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

SEAL

Dated at \_\_\_\_\_  
City State Date

Failure to Properly Notarize and Return This Form Will Invalidate Your Bid

# MANDATORY PRICING BIDDING SHEET FORMAT

(MUST BE RETURNED WITH YOUR BID)

## RFP #2024-01 (Re-Issue) Security Camera System Solutions

The resulting Contract shall be in effect for three year with an option to renew two additional years no more than 5 years from the award date. Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide the specified services in accordance with the Specifications described in the RFP, during the initial term of twelve (12) consecutive months and up to the maximum term of sixty (60) months from the date on the Notice to Proceed and at the prices set forth in the following Bid Schedules. The vendor must agree to keep these prices valid for 120 days after the due date of this proposal.

**Please complete the form below with bid pricing. Submission will be rejected if not in this format.**

Costs	Make /Model	Qty.	Unit Price	Total	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware									
Software Licensing									
Installation									
Maintenance									
Warranty									
Documentation & Training									
Project Management									
Security Monitoring Services									
Monthly Hosting Fees									
Miscellaneous									
Other (specify)									

- **Hardware:** List, describe, and record the cost of each piece of hardware that is required.
- **Software Licensing:** List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed solution.
- **Installation:** Describe any labor, equipment, supplies, or other costs associated with installing your proposed solution.
- **Maintenance:** Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.
- **Documentation & Training:** If there are fees associated with your user or technical documentation, list them here.
- **Project Management:** If there are project management fees associated with your proposed solution, list and describe them here.
- **Miscellaneous:** List and describe any other costs associated with your proposed solution

(Company Name) \_\_\_\_\_

(Street Address) \_\_\_\_\_

(City, State, and Zip Code) \_\_\_\_\_ (Date) \_\_\_\_\_

Signature of Authorized Company Official \_\_\_\_\_

**Submittal Process: One (1) hard copies and six (6) copies or one (1) electronic copy (on a thumb drive) of the proposal must be delivered in a sealed envelope to the address indicated in the RFP by Tuesday, April 30, 2024 by 3:30 PM. Late proposals will not be opened or considered. Proposers are encouraged to avoid the use of synthetic report covers and partitions.**

- Based upon all the evaluation criteria and any oral presentation that may be conducted, City of Jackson will select the firm or firms and attempt to negotiate final proposals/scopes of work and contracts. If City of Jackson is unable to reach agreement with its preferred firm(s), City of Jackson may enter into negotiations with the firm(s) whose proposal was deemed to be next most advantageous to City of Jackson.





**ADDENDUM  
(MUST BE RETURNED WITH YOUR OFFER)**

**RFP 2024-01 (Re-Issue) Security Camera System Solutions**

The undersigned acknowledges receipt of the following amendment(s) to the Bid and supporting documentation.

ADDENDUM NUMBER \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_ DATED: \_\_\_\_\_

Note: Failure to acknowledge receipt of all addendums that may have been issued may cause the Proposal offer to be considered non-responsive to the solicitation. No further consideration will be given to non-responsive offers. Acknowledged receipt of each addendum must be clearly established and included with the bid response.

(Proposing Company Name) \_\_\_\_\_

(Street Address) \_\_\_\_\_

(City, State, and Zip Code) \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date



**DOT ASSISTED CONTRACTS BIDDERS LIST**  
(MUST BE RETURNED WITH YOUR OFFER) [49 CFR, Part 26]

49 CFR, Part 26 requires that all recipients of Federal Funds collect certain information from all bidders submitting responses to solicitations. To assist in the building of demographics for the area upon which reasonable and effective expectations of DBE/MBE/WBE opportunities may be based, all bidders are required to return this certificate with their offer. Any offer submitted that does not contain a completed copy of this form will be ruled as non-responsive and dropped from further consideration in the procurement process for the solicitation.

Firm Name \_\_\_\_\_

Firm Address \_\_\_\_\_

\_\_\_\_\_

Firm Phone: (\_\_\_\_) \_\_\_\_\_ Firm Fax: (\_\_\_\_) \_\_\_\_\_

**General Classification of firm by quantity of employees**

Less Than 10       11 – 50       51 – 100       101 – 500  
 501 – 1000       1001 – 5000       More than 5000

**General Classification of Firm in Years in Business**

0 – 5 years     6 – 10 years     11 – 50 years     Over 50 years

**General Classification by Type**

Firm is a Small Business     Firm is a certified DBE     Firm is a certified MBE

Firm is a certified WBE     Firm is none of the above.

**General Classification by Annual Gross Income**

The approximate annual gross income for this firm is less than \$100,000  
 The approximate annual gross income for this firm is \$100,000 - \$250,000  
 The approximate annual gross income for this firm is \$250,001 - \$500,000  
 The approximate annual gross income for this firm is \$500,001 - \$1M  
 The approximate annual gross income for this firm is \$1M - \$5M  
 The approximate annual gross income for this firm is greater than \$5M I certify this information is accurate to the best of my knowledge.

\_\_\_\_\_  
Signature    Printed Name    Date



**DBE PARTICIPATION FORM**

(MUST BE RETURNED WITH YOUR OFFER)

**RFP 2024-01 (Re-Issue) Security Camera System Solutions  
CITY OF JACKSON has set the following DBE goal for this Solicitation: 1%**

Bidder must check the appropriate box, provide the information requested, sign and submit this form with its Proposal. Failure to complete and submit this form may result in rejection of the Proposal as non-responsive.

Bidder will meet the DBE goal for this contract. Bidder is certified according to requirements of DOT 49C.F.R. Part 26 as a DBE eligible for participation in DOT assisted contracts and will be performing percent (%) of the contract work. Further, Bidder is State of Mississippi DOT (MDOT) certified DBE.

Bidder will meet the DBE goal for this contract. If awarded this contract, Bidder will sub-contract with the DBE(s) listed below which will be performing percent (%) of the total dollar amount of contract work. Each DBE listed below is MDOT certified according to requirements of DOT 49 C.F.R. Part 26 for participation in DOT assisted contracts.

DBE Name	DBE Address	Scope of Services	Total Dollar	Percent of Total

**Please Note:** A Letter of Commitment (LOC) from each DBE listed above shall be submitted with the Proposal. The LOC is a signed letter, on the DBE’s letterhead, that shall serve as acknowledgment from the DBE of their level of participation in this solicitation. The dollar amount of the commitment, the scope of service or product to be provided and the applicable NAICS code(s) shall be included in the letter.

Bidder does not meet the DBE goal for this contract. Bidder certifies that it has made good faith efforts in accordance with the Invitation for Bid to meet the DBE goal but, despite those efforts, has been unable to meet the goal. Bidder has completed The Good Faith Efforts Documentation Form attached to this Participation Form.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title \_\_\_\_\_



**DBE GOOD FAITH EFFORTS DOCUMENTATION FORM**  
(MUST BE RETURNED WITH YOUR OFFER)

**RFP 2024-01 (Re-Issue) Security Camera System Solutions**

**DBE GOAL: 1%**

If Bidder has indicated on the DBE Participation Form that it does not meet the DBE goal, Bidder must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal pursuant to 49C.F.R. Part26.53. Failure to submit this form and supporting documentation with the Bid may render this Proposal non- responsive.

Good faith efforts include, but are not limited to:

- 1) Soliciting DBEs through all reasonable and available means (e.g. – conducting market research, attendance at pre- bid meetings, advertising and/or written notices) and following up on initial solicitations. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- 2) Selecting portions of work to be performed by DBEs in order to increase the likelihood of DBE goal achievement (e.g. – breaking out contract work items into economically feasible units, even when the performance of work with vendor’s own forces might otherwise be preferred).
- 3) Providing interested DBEs with adequate information about the plans, specifications and requirements of the proposal in a timely manner to facilitate their response to the solicitation.
- 4) Negotiating in good faith with interested DBEs. It is the bidder’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Bidders must provide evidence as to why agreements could not be reached for DBEs to perform the work.
- 5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- 6) Making efforts to assist DBEs in obtaining bonding, lines of credit or insurance.
- 7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

The fact that a bidder can self-perform 100% of the work with its own workforce is not sufficient justification to fail to negotiate with DBEs or not to meet the DBE participation goal. Note the fact that there may be some additional costs involved in finding and utilizing DBEs is not in itself sufficient reason for a bidder’s failure to meet the contract DBE goal, as long as such costs are reasonable. Prime contractors are not required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

I. A Bidder representative attended the pre-bid meeting: Yes\_\_No\_\_\_\_\_

II. Advertisement Log: (Attach copies of ads):

Newspaper/Publication	Type of Publication	Date(s)of Advertisement

III. Selected Portions of the Work to be Performed by DBEs:

Work Categories	Type of Bid	Bidder's Estimated	Additional Comments

IV. Made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance or any necessary equipment, supplies and materials, etc. List any specific offers made by Bidder:

V. Solicited the following DBEs:

DBE Firm and Address	Type of Contact	Date of Initial	Goods or Services

--	--	--	--

**VI. Followed up with initial contacts:**

DBE Firm	Date	DBE Phone#	Bidding? Yes/No	Reason for No-Bid

**VII. Negotiated with DBEs in good faith. If one or more DBEs submitted a bid and an agreement could not be reached, please explain why. If a non-DBE subcontractor was selected over a DBE for work on the contract, copies of each DBE and non-DBE subcontractor quote submitted to the bidder must be submitted to CITY OF JACKSON as documentation of good faith efforts pursuant to 49 CFR 26.53(b)(2)(vi).**

DBE Firm Submitting Bid	Price Quote	Explanation

BELOW: PLEASE INCLUDE OR ATTACH ANY ADDITIONAL INFORMATION TO SUPPORT YOUR DEMONSTRATION OF GOOD FAITH EFFORTS:

**CITY OF JACKSON only accepts DBE firms are certified by the Mississippi Department of Transportation (MDOT).** A current listing of certified firms with contact information is available online. For more information about DBE firms and certification requirements, please see [mdot.ms.gov/bidsystem\\_data/bidderspdf/DBE Listing.pdf](http://mdot.ms.gov/bidsystem_data/bidderspdf/DBE%20Listing.pdf).

As a recipient of federal funds, CITY OF JACKSON has the responsibility to make a fair and reasonable judgment as to whether a bidder that did not meet the goal made adequate good faith efforts.

CITY OF JACKSON will consider the quality, quantity and intensity of the different kinds of efforts that the bidder has made, based on federal regulations and guidance.

CITY OF JACKSON will review and compare the performance of other bidders in meeting the contract goal. The good faith efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation for the proposal.

A verbal or written “promise” to utilize DBEs after contract award is considered non-responsive to the contract solicitation and does not constitute good faith efforts.

If you have further questions, please contact: [mguice@jacksonms.gov](mailto:mguice@jacksonms.gov)



**BUY AMERICA CERTIFICATION**  
**RFP 2024-01 Security Camera System Solutions**

[49 CFR, Part 661]

*Buy America* - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part661.5.

Date\_\_\_\_\_

Signature\_\_\_\_\_

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

Title\_\_\_\_\_

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

The bidder or offeror 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.

Date\_\_\_\_\_

Signature\_\_\_\_\_

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

Title\_\_\_\_\_





## **EQUAL BUSINESS OPPORTUNITY (EBO)**

**(MUST BE RETURNED WITH YOUR OFFER)**

## **CITY OF JACKSON, MISSISSIPPI**

**Chokwe A. Lumumba  
Mayor**

# **EQUAL BUSINESS OPPORTUNITY (EBO) PLAN APPLICATION**

Department of Planning and Development  
Division of Equal Business Opportunity

200 South President Street  
Jackson, Mississippi 39205-0017  
(601) 960-1856

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY EXECUTIVE ORDER**

***LEGAL NOTICE***

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a *completed* and *signed* Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's executive order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Executive Order, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 1-00)

**EQUAL BUSINESS OPPORTUNITY  
SPECIAL NOTICE TO BIDDERS**

**POLICY**

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

**DEFINITIONS**

For purposes of this policy, the following definitions will apply:

1. **“African American Business Enterprise (AABE)”** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
2. **“Asian American Business Enterprise (ABE)”** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
3. **“Hispanic Business Enterprise (HBE)”** shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
4. **“Minority Business Enterprise (MBE)”** shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
5. **“Female Business Enterprise (FBE)”** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

## **OBLIGATION**

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.

## **GOALS**

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

**The Equal Business Opportunity participation goals are as follows:**

<b>Procurement Category</b>	<b>Asian (ABE)</b>	<b>African-American (AABE)</b>	<b>Hispanic (HBE)</b>	<b>Native American (NABE)</b>	<b>Female (FBE)</b>
<b>A/E &amp; Professional Services</b>	<b>0.16</b>	<b>8.67</b>	<b>0.00</b>	<b>.00</b>	<b>1.96</b>
<b>Construction</b>	<b>0.00</b>	<b>12.41</b>	<b>0.37</b>	<b>0.00</b>	<b>4.89</b>
<b>Goods &amp; Non-Professional Services</b>	<b>0.04</b>	<b>6.78</b>	<b>0.02</b>	<b>0.00</b>	<b>3.03</b>

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1856.

\*Non-white female firms cannot be utilized twice on the EBO plan even though those firms can be certified as either ABE, AABE, HBE, NABE, FBE or both. The firm can only be utilized in one category to fulfill the minority participation goals on the EBO Plan.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

**A. Subcontractor Participation**

- i. Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- ii. An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
  - a. the amount of work subcontracted;
  - b. the type of prime contract
  - c. whether the business has the skill and expertise to perform work for which it is being/has been certified;
  - d. whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
  - e. whether the business purchases goods and/or services from a non-minority/women business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women\*s business enterprise utilization goals.
  - f. standard industry practices.
- iii. Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

**B. Suppliers Participation**

- i. Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:
- ii. 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- iii. 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- iv. For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

**C. Joint Ventures and Mentor-Protégé Programs**

- i. The Division of Equal Business Opportunity shall encourage, where economically feasible, the establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$3,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding three million dollars (\$3,000,000.00).
- ii. Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
  - a. The initial capital investment of each venture partner;
  - b. The proportional allocation of profits and losses to each venture partner;
  - c. The sharing of the right to control the ownership and management of the joint venture;
  - d. Actual participation of the venture partners in the performance of the contract;
  - e. The method of and responsibility for accounting;
  - f. The methods by which disputes are resolved; and
  - g. Other pertinent factors of the joint venture
- iii. On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

**The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.**

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- a. type of technical assistance to be provided by mentor;
- b. rights and responsibilities of each mentor and protégé contracting activity;
- c. the specific duration of the agreement;
- d. the amount of participation by the protégé that may be credited toward the applicable EBO goal.

### **EQUAL BUSINESS OPPORTUNITY PLAN**

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2015-3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled Equal Business Opportunity Plan (EBO Plan)@ and should include the following:

- a. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- b. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- c. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- d. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

### **WAIVER**

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder\*s or offeror\*s good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

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### **Replacement**

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. *(See EBO Plan Application)*

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.



**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**  
**APPLICATION**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Bid Name and Number: \_\_\_\_\_

Proposed Minority and/or Female Subcontractors: *(See Attachments)*

If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI of the EBO Executive Order No. 2014-3.

Total Bid Amount: \$ \_\_\_\_\_

WAIVER REQUESTED:

If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required \*WAIVER STATEMENT\*.

The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.

\*The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBE, including, at a minimum:
  - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
  - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
  - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
  - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
  - 5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
  - 6. Written proposals solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.

7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

\*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1856.

**Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Quote:**

(\* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)

Procurement Category	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					

**REPLACEMENT OF MBE/FBE**

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2015-3.

**CERTIFICATION**

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

\_\_\_\_\_  
*Authorized Signature and Title*

\_\_\_\_\_  
*Date*

PRINT "AUTHORIZED" NAME HERE: \_\_\_\_\_

**EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT**  
**Proposed Minority/Female Business Enterprise Firms**

Company Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

*Type Minority Business (MBE/FBE):*

- \_\_\_\_\_ Female (FBE)
- \_\_\_\_\_ African-American (AABE)
- \_\_\_\_\_ Asian (ABE)
- \_\_\_\_\_ Hispanic (HBE)
- \_\_\_\_\_ Native American (NABE)

*Type Minority Business (MBE/FBE) Involvement:*

\_\_\_\_\_ Subcontractor                      \_\_\_\_\_ Supplier  
\_\_\_\_\_ Joint Venture                      \_\_\_\_\_ Mentor-Protégé

Type Work or Service to be Performed: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_ %

Company Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

*Type Minority Business (MBE/FBE):*

- \_\_\_\_\_ Female (FBE)
- \_\_\_\_\_ African-American (AABE)
- \_\_\_\_\_ Asian (ABE)
- \_\_\_\_\_ Hispanic (HBE)
- \_\_\_\_\_ Native American (NABE)

*Type Minority Business (MBE/FBE) Involvement:*

\_\_\_\_\_ Subcontractor                      \_\_\_\_\_ Supplier  
\_\_\_\_\_ Joint Venture                      \_\_\_\_\_ Mentor-Protégé

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_%

**Company**

Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Type Minority Business (MBE/FBE):**

- \_\_\_\_\_ Female (FBE)
- \_\_\_\_\_ African-American (AABE)
- \_\_\_\_\_ Asian (ABE)
- \_\_\_\_\_ Hispanic (HBE)
- \_\_\_\_\_ Native American (NABE)

**Type Minority Business (MBE/FBE) Involvement:**

- |                     |                      |
|---------------------|----------------------|
| _____ Subcontractor | _____ Supplier       |
| _____ Joint Venture | _____ Mentor-Protégé |

Type Work or Service to be Performed: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_%

**APPENDIX B –  
REFERENCES**



## REFERENCES

### RFP # 2024-01 – (Re-Issue) Security Camera System Solutions

Companies shall utilize the format below to provide a **minimum of three to four (4) client references**. The City's preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

Name of Client:	Main Phone:
Address:	
Primary Contact:	Title:
Primary Contact Phone:	Primary Contact E-mail:
Service Dates:	
Summary and Scope of Project:	
Contract Term and Value (Annual/Total):	Number of Client Employees:
Name of Client:	Main Phone:
Address:	
Primary Contact:	Title:
Primary Contact Phone:	Primary Contact E-mail:
Service Dates:	
Summary and Scope of Project:	
Contract Term and Value (Annual/Total):	Number of Client Employees:
Name of Client:	Main Phone:
Address:	
Primary Contact:	Title:
Primary Contact Phone:	Primary Contact E-mail:
Service Dates:	
Summary and Scope of Project:	
Contract Term and Value (Annual/Total):	Number of Client Employees:
Name of Client:	Main Phone:
Address:	
Primary Contact:	Title:
Primary Contact Phone:	Primary Contact E-mail:
Service Dates:	
Summary and Scope of Project:	
Contract Term and Value (Annual/Total):	Number of Client Employees:

**APPENDIX C**  
**FEDERAL FUNDING COMPLIANCE CLAUSES REQUIREMENTS**



**FEDERAL FUNDING COMPLIANCE REQUIREMENTS**  
**RFP #2024-01 (Re-Issue) – Security Camera System Solutions**

	<b>Federal Clauses- Services</b>	<b>Yes</b>	<b>No</b>
1	Fly America Requirements		
2	Buy America		
3	National Intelligent Transportation Systems Architecture and Standards		
4	Energy Conservation		
5	Clean Water		
6	Access to Records and Reports		
7	Lobbying		
8	Access to Records and Reports		
9	Federal Changes		
10	Clean Air		
11	No Government Obligation to Third Parties		
12	Program Fraud and False or Fraudulent Statement or Related Acts		
13	Termination		
14	Government Wide Debarment and Suspension (Non-Procurement)		
15	Contracts Involving Federal Privacy Act Requirements		
16	Civil Rights Requirements		
17	Breaches and Dispute Resolution		
18	Disadvantaged Business Enterprise		
19	Prompt Payment		
20	Incorporation of Federal Transit Administration (FTA) Terms		
21	Other Federal Requirements		
22	Full and Open Competition		
23	Prohibition Against Exclusionary or Discriminatory Specifications		
24	Conformance with ITS National Architecture		
25	Access Requirements for Persons with Disabilities		
26	Notification of Federal Participation		
27	Interest of Members or Delegates to Congress		
28	Ineligible Contractors and Subcontractors		
29	Other Contract Requirements		
30	Compliance with Federal Regulations		
31	Real Property		
32	Access to Services for Persons with Limited English Proficiency		
33	Environmental Justice		
34	Environmental Protections		
35	Geographic Information and Related Spatial Data		
36	Geographic Preference		
37	Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only		
38	Catalog of Federal Domestic Assistance (CFDA) Identification Number		
39	CFDA Number for the Federal Transportation Administration		
40	Veterans' Preferences		
	<p><b>I hereby certify by my signature below that I have read and understand the Federal Clauses referenced above and listed below.</b></p> <p><b>Signature</b> _____ <b>Date</b> _____</p>		



## APPENDIX C – FEDERAL CLAUSES

### **Fly America Requirements**

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **Buy America**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, 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) and 49 C.F.R. § 661.11.

### **National Intelligent Transportation Systems Architecture and Standards**

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

### **Energy Conservation**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

### **Clean Water**

All Contracts and Subcontracts over \$100,000

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

### **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 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.

### **Access to Records and Reports**

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and

construction sites pertaining to a capital project, defined at 49 USC 5302(a) 1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) 1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR18.39(i) (11). FTA does not require the inclusion of these requirements in subcontracts.

### **Federal Changes**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

### **Clean Air**

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

### **No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

### **Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

### **Termination**

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

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the 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 contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of 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. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
  1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
  2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was

excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- j.
- k. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

#### **Government Wide Debarment and Suspension (Non-Procurement)**

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and
- (2) If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

#### **Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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.

#### **Civil Rights Requirements**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and

follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,
- d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2)

Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) 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, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- g. Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,
- i. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,
- j. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,
- k. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- l. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

### **Breaches and Dispute Resolution**

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729. Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be

made in writing to such other party within ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient 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 there under, except as may be specifically agreed in writing.

#### **Disadvantaged Business Enterprise**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, anticipation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, 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 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient 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 recipient.

#### **Prompt payment**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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 subcontractor's 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.

#### **Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

#### **Other Federal Requirements**

The following requirements are not federal clauses.

#### **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

#### **Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**Access Requirements for Persons with Disabilities**

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

**Notification of Federal Participation**

To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third-party contract.

**Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Other Contract Requirements**

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

**Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012,



to the extent consistent with applicable Federal laws, regulations, and guidance,

#### **Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: The National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

#### **Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

#### **Geographic Preference**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

#### **Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

#### **Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

#### **CFDA number for the Federal Transportation Administration**

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

#### **Veterans Preferences**

Recipients and sub-recipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

**APPENDIX D –  
BUILDING SCHEMATICS  
(ATTACHED SEPARATE FILES)**