



Request for Proposal

RFP 001-2011

**Electronic Access Control/Keyless Entry System and
Security Cameras**

Date Issued: January 24, 2011

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1. INTRODUCTION

1(A) Background

TCAT, Inc. is a not for profit entity providing public transportation in the counties of Tompkins and Northern Tioga within New York State. At present, TCAT, Inc. operates in the City of Ithaca and the following towns: Ithaca, Danby, Groton, Ulysses, Newfield, Dryden, Caroline, Enfield, Lansing, Richford, Berkshire and Newark Valley. TCAT, Inc. presently operates thirty-four (34) routes in the service area mentioned above. TCAT, Inc. operates service seven (7) days a week, three hundred sixty (360) days per year for twenty-two (22) hours per day. All information about TCAT, Inc.'s routes and schedules are on the Internet at www.tcatbus.com.

1(B) RFP Purpose and Scope Summary

TCAT, Inc. is requesting proposals for an Electronic Access Control/Keyless Entry System and Security Cameras for our 737 Willow Avenue, Ithaca, New York location.

TCAT, Inc. is requesting introduction of a new electronic access system and additional security cameras (to complement our existing camera system) in an effort to eliminate our antiquated key control system and expand the effectiveness of our existing security camera system.

TCAT, Inc.'s successful respondent, for this project, will be the sole authority and responsible party for proposed system installation. TCAT, Inc. desires to establish a contractual relationship focused on a single point of contact associated with all support through project closure. In the event TCAT, Inc.'s supplier utilizes any subcontractors associated with our project for any part of the system architecture, design, planning, installation or support it is understood the supplier will be the sole responsible agent for all project activities.

It is the intent of this Request for Proposal that all responders shall provide a complete end-to-end solution for the installation associated with TCAT, Inc.'s desired electronic access control system. Proposers are also requested to submit required hardware and software for installation and support of approximately 4 security cameras in an effort to complement our existing system. The supplier shall provide all design, planning, system architecture, hardware, installation, network analysis, training and post-installation support for our project. TCAT, Inc. staff shall act in oversight and advisory positions only.

TCAT, Inc.'s supplier shall be responsible for providing a comprehensive training plan for all applicable TCAT, Inc. employees. It is expected that applicable TCAT, Inc. employees shall require training on our new electronic keyless entry system. TCAT, Inc. Project Manager will work with the successful responder in an effort to establish a training plan that achieves TCAT, Inc. training objectives.

TCAT, Inc.'s supplier is expected to submit a time-line for installation of the project hardware and software substantiating minimal impact of daily TCAT, Inc. operations and applicable TCAT, Inc. employees. TCAT, Inc. Project Managers will work with supplier to create a working project plan in an effort to achieve installation goals.

2. RFP Instructions and Information**2(A) RFP Timeline**

Day/Date	Description
January 24, 2011	Advertisements announcing RFP placed in The Ithaca Journal, Elmira Star Gazette, Binghamton Press & Sun and Syracuse The Post Standard. Announcement of RFP placed on New York State Contract Reporter and TCAT, Inc. websites.
January 24, 2011	RFP copies available to suppliers via e-mail and websites.
February 1, 2011 through February 11, 2011	TCAT, Inc. hosts on-site visits for supplier assessment of facility.
February 15, 2011	Written questions from suppliers due on form in section 6.
February 18, 2011	Written replies to vendor questions distributed to all known suppliers.
February 24, 2011	RFP responses due at following address: TCAT, Inc. 737 Willow Avenue Ithaca, New York 14850 Attention: Daniel Tome Submittals Due By 3:00 PM Eastern Standard Time
February 25, 2011 through February 28, 2011	Supplier responses will be analyzed by TCAT, Inc. evaluation team. In an effort to determine which suppliers are considered finalists.
February 28, 2011	A decision will be made as to which suppliers will be finalists. All suppliers will be notified of TCAT, Inc.'s decision.
February 28, 2011 through March 11, 2011	Finalist reference calls may be made at TCAT, Inc.'s discretion. Finalist product presentations scheduled and conducted.
March 24, 2011	TCAT, Inc. presents Supplier Selection Resolution to TCAT, Inc. Board of Directors for approval.
March 25, 2011	TCAT, Inc. project award is made (subject to successful negotiation of terms and conditions). Award posted on TCAT, Inc. website.
March 29, 2011	Transition, implementation and development plans begin.

2(B) Selection and Evaluation Team

Joe Turcotte TCAT, Inc. General Manager	Team Member
Alice Eccleston TCAT, Inc. Assistant General Manager and Human Resources Manager	Team Member
Mike Albanese TCAT, Inc. Safety and Security Manager	Team Member
Daniel Tome TCAT, Inc. Purchasing and Projects Manager	Project Manager
TCAT, Inc. Board of Directors	Team Members
Select TCAT, Inc. Employees	Team Members

2(C) RFP Contact

Daniel Tome	TCAT, Inc. Purchasing and Projects Manager	737 Willow Avenue Ithaca, New York 14850 Phone: 607-277-9388 (X-540) Fax: 607-277-9551 E-mail: dt1@tcatmail.com
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2(D) RFP Evaluation Criteria

An evaluation team comprised of the members of the Selection and Evaluation Team listed in Section 2(B) and others will evaluate the RFP responses received from each vendor. Prior to the selection, of the award, TCAT, Inc. reserves the right to conduct on-site visits of any of the respondents' facilities and require each vendor to present items contained in the RFP response and any other items deemed appropriate by TCAT, Inc.

If an award is made, as the result of this RFP, it shall be awarded to the respondent whose proposal is most advantageous to TCAT, Inc. with price and other factors including - but not limited to - responses to the RFP questions, demonstrated technical ability and expertise, financial stability, reference calls and/or recommendations, memberships and licenses or any other applicable membership or certifications, presentations to TCAT, Inc.'s Evaluation Team (if applicable), on-site visits at supplier's site (if applicable), product samples which TCAT, Inc. may – at our discretion – request

as part of the RFP process and any additional criteria deemed appropriate by TCAT, Inc. which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP.

When determining whether a respondent is responsible, or when evaluating a respondent's proposal, the following factors will be considered, any one of which will suffice to determine if a respondent is either not a responsible respondent or the respondent's proposal is not the most advantageous to TCAT, Inc.:

1. The ability, capacity and skill of the respondent to perform the contract or provide the service required.
2. The character, integrity, reputation, judgment, experience and efficiency of the respondent.
3. Whether the respondent can perform the contract within the time specified.
4. The quality of performance of previous public and private contracts – or services – including, but not limited to, the respondent's failure to perform satisfactorily, or complete any written contract. TCAT, Inc.'s termination for default of a previous contract, with a respondent, shall be deemed to be such a failure.
5. The previous and existing compliance by the respondent with laws relating to the contract and services.
6. Evidence of collusion with any other respondent, in which case colluding respondents will be restricted from submitting further bids on the subject project or future tenders.
7. The respondent is not qualified for the work or to the full extent of the RFP.
8. There is uncompleted work with TCAT, Inc. or others, or an outstanding dispute on a previous, or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.
9. The respondent failed to settle bills for labor, or materials, on past or current public or private contracts.
10. The respondent has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged or annulled.
11. The respondent has been convicted of a crime of moral turpitude, or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Respondents shall affirmatively disclose to TCAT, Inc. all such convictions, especially of management personnel or the respondent as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative

- disclosure shall be grounds, in TCAT, Inc.'s sole option and discretion, for termination for default subsequent to award or execution of contract.
12. More likely than not, the respondent will be able, financially or otherwise, to perform the work.
 13. At the time of RFP opening, the respondent is not authorized to do business in New York State, is not registered as a contractor in New York, or otherwise lacks a required license, registration or permit.
 14. Such other information as may be secured having a bearing on the decision to award the contract.
 15. Any other reason deemed proper by TCAT, Inc.

2(E) Notices and Response Criteria

This RFP has been compiled in good faith. The information contained within is selective and subject to TCAT, Inc.'s updating, expansion, revision and amendment.

TCAT, Inc. reserves the right to change any aspect of, terminate, or delay the RFP, the RFP process and/or the program which is outlined within this RFP at any time and notice shall be given in a timely manner thereafter.

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during this evaluation and selection process, shall be construed as constituting, offering or awarding a contract, representation or agreement of any kind between TCAT, Inc. and any other party, save for a formal written contract, properly executed by both parties.

Responses to this RFP will become the property of TCAT, Inc., and will form the basis of negotiations of an agreement between TCAT, Inc. and the successful supplier.

TCAT, Inc. is not liable and will not be responsible for any costs incurred by any supplier(s) for the preparation and delivery of the RFP responses, nor will TCAT, Inc. be liable for any costs incurred prior to the execution of an agreement, including, but not limited to presentations by RFP finalists to TCAT, Inc.

During the review of this document, please note TCAT, Inc.'s emphasis on the expectations, qualities and requirements necessary to be positioned as an RFP finalist and successful supplier.

Questions from respondents regarding this RFP must be submitted in writing (MS Word) on the question submittal form provided in Section 6 and returned via an attachment to an email sent to the RFP Contact shown in Section 2(C). Questions from respondents pertinent to this RFP will be answered so long as they are received by the day/time

indicated in the RFP Timeline, Section 2(A) and in the specified format. Answers to all pertinent questions will be sent to all known respondents.

Note: Please review the following additional criteria

1. WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES
TCAT, Inc. reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.
2. SINGLE RESPONSE
A single response to the RFP may be deemed a failure of competition, and in the best interest of TCAT, Inc. the RFP may be cancelled.
3. PROPOSAL REJECTION
TCAT, Inc. reserves the right to reject any or all proposals at any time without penalty.
4. WITHDRAWAL OF PROPOSALS
Suppliers may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request, signed by an authorized representative of the supplier must be submitted to the RFP Contact. The supplier may submit another proposal at any time up to the proposal closing date and time.
5. NON-ENDORSEMENT
As a result of the selection of a supplier to supply products and/or services to TCAT, Inc., TCAT, Inc. is neither endorsing nor suggesting that the supplier's product is the best, or only, solution. The supplier agrees to make no reference to TCAT, Inc. in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of TCAT, Inc.
6. PROPRIETARY PROPOSAL MATERIAL
Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a supplier's proposal, TCAT, Inc. will comply according to applicable Open Public Records Acts. If any information is marked as proprietary in the

proposal, such information will not be made available until the affected supplier has been provided an opportunity to seek a court injunction against the requested disclosure.

7. RESPONSE PROPERTY OF TCAT, INC.

All materials submitted in response to this request become the property of TCAT, Inc. Selection or rejection of a response does not affect this right.

8. NO OBLIGATION TO PROCURE

TCAT, Inc. reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel TCAT, Inc. to procure. TCAT, Inc. may elect to proceed further with this project by interviewing suppliers well suited to our project, conducting site visits or proceeding with an award.

9. COST OF PREPARING PROPOSALS

TCAT, Inc. is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to our RFP.

10. ERRORS IN PROPOSALS

TCAT, Inc. will not be liable for any errors in supplier proposals. Suppliers will not be allowed to alter proposal documents after the deadline of proposal submission.

TCAT, Inc. reserves the right to make corrections or amendments due to errors identified in proposals by TCAT, Inc. or the supplier. This type of correction, or amendment, will only be allowed for such errors as typing, transposition or any other obvious error. Suppliers are liable for all errors, or omissions, contained in their proposals.

When, after the opening and tabulation of proposals, a respondent claims error and requests to be relieved of award, said respondent will be required to promptly present certified work sheets. The RFP Contact will review the work sheets and if the RFP Contact is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the respondent may be relieved from said proposal.

After opening and reading proposals, TCAT, Inc. will check all for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any proposal item the price per unit will control. TCAT, Inc. will use the total of extensions corrected where necessary.

11. BID BOND

A Bid Bond is not required.

12. PERFORMANCE BOND

A Performance Bond is not required.

13. RESPONSE INFORMATION

Information regarding this RFP, including any addenda, is available at www.tcatbus.com (see News & Projects→ TCAT Projects→ Current and Future Projects) or contact Daniel Tome at (607) 277-9388 Extension 540 or email dt1@tcatmail.com.

14. ADDENDA

Suppliers are responsible for checking TCAT, Inc.'s website for the issuance of any addenda prior to submitting a response. Our website address is www.tcatbus.com (see News & Projects→ TCAT Projects→ Current and Future Projects).

15. CONTRACT AWARD AND EXECUTION

TCAT, Inc. will select the proposal that, in its sole discretion, is the most advantageous to TCAT, Inc. TCAT, Inc. reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, all proposals should be initially submitted on the most favorable terms the supplier can offer.

TCAT, Inc. shall attempt to negotiate a contract with the respondent who offered the most advantageous proposal at a price which TCAT, Inc. determines is fair and reasonable. If TCAT, Inc. is unable to negotiate a satisfactory contract with the firm selected at a price TCAT, Inc. determines to be fair and reasonable, negotiations with that firm shall be formally terminated and TCAT, Inc. shall select the next best proposal and continue until an agreement is reached or the process is terminated.

3. SCOPE OF SERVICES

3(A) Summary of Requirements

TCAT, Inc.'s Electronic Access Control/Keyless Entry should provide a uniform platform for our facility and shall be expandable at the convenience of TCAT, Inc. The new system must provide a single system in relationship to feature access and administration. TCAT, Inc. intends to have the new system administered from our 737 Willow Avenue, Ithaca, New York facility. TCAT, Inc. currently operates within a key controlled access environment and desires to upgrade to an electronic/keyless entry system designed as expandable at TCAT, Inc.'s discretion.

TCAT, Inc. has not concluded that there is a particular application considered to be a best fit for our location; therefore, proposals shall be submitted based on supplier assessment and evaluation of TCAT, Inc.'s 737 Willow Avenue, Ithaca, New York facility. TCAT, Inc. will entertain response submittal recommendations encompassing all exterior and interior man-way entry doors, but prefers to focus on obtaining a system enabling select exterior man-way doors.

TCAT, Inc. currently utilizes 4 interior and 3 exterior security cameras and desires to complement our existing system through installation of approximately 4 additional Pan/Tilt/Zoom (PTZ) interior cameras. Proposed cameras should be supportive of TCAT, Inc.'s existing Digital Video Recorder (DVR).

This RFP does not specify a manufacturer. TCAT, Inc. anticipates that suppliers will evaluate our functional requirements and propose the best solution for TCAT, Inc.'s needs regarding an equipment and manufacturer platform.

3 (B) Facility Assessments

TCAT, Inc. understands and expects that each respondent may require a full facility assessment to determine the viability of integrating and installation of new electronic access/keyless entry and security camera equipment within our existing facility. Although TCAT, Inc. believes that our facility is capable of supporting an electronic access/keyless entry and additional security cameras, but we desire the supplier to perform a full facility assessment to determine what, if any, network updates or quality mitigation processes must be achieved in order to support an electronic access/keyless entry system and additional security cameras.

Respondents shall provide all results of the aforementioned assessment including necessary network maps, specification thresholds, specific problems areas and the recommended solution and cost for each.

3(D) Cable

The facility assessment should include the cost to install/implement an electronic access/keyless entry system TCAT, Inc. cable network. Selected supplier will provide cable cost to each applicable man-way door and additional security camera location. Selected supplier is also responsible for connectivity from existing security camera system to the additional security camera locations. Any additional cabling/wiring required by the supplier to complete the installation shall be inclusive of the RFP response.

3(E) Training

Supplier is expected to provide a comprehensive training plan that encompasses all applications relevant to TCAT, Inc.'s new system. It is expected that all applicable TCAT, Inc. employees will receive training on the usage of the proposed electronic access/keyless entry and additional security cameras. In addition proper training will be provided to TCAT, Inc. Information Technology/Network Administrators (designated by TCAT, Inc.) on the proposed system and respective equipment.

Supplier is expected to provide recommendations for availability and qualifications for training, maintenance and support for all aspects of proposed electronic access/keyless entry system and additional security cameras.

Successful RFP respondent will provide in-house training for end-users at TCAT, Inc.'s facility located at 737 Willow Avenue, Ithaca, New York. Time required for training sessions will be negotiated at the time of contract award. Respondent will provide a training plan in an effort to accomplish this.

Successful RFP respondent will also provide paper and electronic copies of manuals and operational handbooks, as part of contract award, at no additional cost to TCAT, Inc.

3(F) Feature Set (non-inclusive)

The list below is a partial list of features that have been requested by TCAT, Inc. and is not a complete list. It is provided as a baseline and as a starting point for the anticipated operation of the system.

- Swipe Cards
- Swipe Card Readers
- Proximity Cards
- Proximity Card Sensors
- Electronic Access Control Panels
- Applicable Door Locks
- Uninterrupted Power Supply System
- Applicable Electronic Access Software
- PTZ Capable Cameras
- Infrared Capable Cameras
- Camera Controllers
- Applicable Camera Software

3(G) Single Point of Responsibility

TCAT, Inc. expects to have a single point of contact consisting of a single point of authority and a single contract entity for this project. TCAT, Inc. will not enter into any agreement that does not provide a single point of accountability for installation of a proposed system.

3(H) Technical Requirements

Supplier must provide a complete system design showing the integration of the new electronic access system and security cameras throughout our facility. Furthermore, the supplier must provide methodology for assuring electronic access and security camera viewing quality throughout the system.

Core system components and all applicable hardware/software shall be installed in TCAT, Inc.'s server room, located at 737 Willow Avenue, Ithaca, New York. Any remote site equipment – if so required – will be stored in secure data closets within each location. Supplier will provide recommendations and drawings reflecting the placement of the equipment in the appropriate network racks or cabinets. If rack space is constrained supplier shall make sure additional racks, or cabinets, are included in the bid proposal.

If respondent proposes a specific switching solution to TCAT, Inc.'s requirements respondent shall provide detailed specifications for proposed solution, applicable equipment, pricing and placement of equipment. Maintenance cost for proposed switching equipment shall be reflected in the maintenance section of this response.

Redundancy/Failover: It is TCAT, Inc.'s intent with this proposal to acquire a system that has failover capabilities in case of a system failure and also to establish an acceptable level of redundancy in the event of a power failure or possible incidents contributable to power failure. Please provide your solution to assure the proposed system is 24/7 operational. TCAT, Inc. currently has UPS and generator capability for our Willow Avenue location, but all respondents shall provide a plan to assure continuous operations associated with their proposed system.

3(I) System Administration

TCAT, Inc. may administer the system, but currently possesses limited resources enabling us to do so. Therefore, training of any proposed system must be inclusive of responder proposal.

Remote administration, of the system, must be available to all parties associated with TCAT, Inc.'s electronic access/keyless entry and security camera system. Respondent will also supply all additional equipment and software required for system programming and operation.

3(J) Security

The proposed system should have security set features enabled that allow the administrator to remotely administer security levels of users. It should encompass TCAT, Inc.'s current staffing level (140 employees) and should allow the administrator to control class of service and class of restriction.

3(K) Supplier Requirements

Respondent will provide all pertinent documentation in relationship to system hardware/software and device addressing schemes, an initial inventory of equipment for each completed area including model and serial numbers of card readers, security cameras, applicable hardware/software and additional system specific equipment.

3(L) Project Management

Supplier is expected to provide a Project Manager for TCAT, Inc.'s system installation who will interface and evolve as the main contact for the supplier for the duration of our

project. Said Project Manager shall be assigned to TCAT, Inc. throughout the life of the project and whose assignment shall not be changed without prior, written, consent from TCAT, Inc. TCAT, Inc. expects that the Project Manager will attend all requested meetings for the duration of our project. TCAT, Inc. also reserves the right to request a change in Project Management based on performance.

3(M) Maintenance and Support

Supplier shall provide TCAT, Inc. with a comprehensive listing of available service and support plans. Said plans shall include the range of offered services inclusive of all levels of support plus the escalation plan as follows:

- An Itemized list of services for TCAT, Inc.'s 737 Willow Avenue location.
- On-going Maintenance Plan and costs incurred.
- Forecast any increase for 2-3 years for hardware and software maintenance.
- Respondent shall provide detail of local support, hours or limits of coverage for service and repairs.
- Respondent shall provide respective Maintenance Plan options with one hour, or less, response times.
- Provide software upgrades inclusive in Maintenance Plan.

3(N) Transition Plan

TCAT, Inc. expects the installation of new/revised system to have little, or no, impact to our on-going operations. Supplier shall have experience within the required area of service and will provide TCAT, Inc. with a plan to accomplish transition as follows:

- Respondent shall create a design reflecting a new electronic access/keyless entry system and additional security cameras with minimized disruption to TCAT, Inc. staff and to create a pre-planned schedule for notification purposes.
- Respondent to provide how (and validate procedure) introduction of our new electronic access/keyless entry system and additional security cameras will be introduced to TCAT, Inc.'s facility.
- All documentation, installation, reports and materials required must be provided to TCAT, Inc. prior to commencement of installation, followed by submission of any Moves, Adds or Changes (MAC).

3(O) Electronic Access & Security Camera Locations and Counts

Specific locations of electronic access/keyless entry points and security camera locations will be provided by TCAT, Inc. by respondent request. TCAT, Inc.'s anticipates implementing a system utilizing approximately 14 electronic access/keyless entry points and integrating 4 additional security cameras with our existing security camera system.

TCAT, Inc.'s 737 Willow Avenue location is the only facility associated with RFP 001-2011.

4. Questions

Please respond in the text blocks underneath each question.

4(A) Background and Introduction

- 1. Do you have any questions in reference to TCAT, Inc.'s existing security camera system considered pertinent to your response?

- 2. Do you have any questions about the summary of requirements considered pertinent to your response?

- 3. Describe the full facility assessment you will provide.

- 4. Indicate your ability to perform applicable electronic access point and security camera installation and connections.

4(B) Training

1. Indicate your comprehensive training solution to train TCAT, Inc. employees associated with an electronic access/keyless entry system

2. Indicate the number of manuals and operational handbooks to be provided to our facility at no additional cost to TCAT, Inc.

3. Indicate the method that TCAT, Inc. will utilize to obtain additional training, manuals and handbooks (if required).

4(C) Single Point of Responsibility/Accountability

1. TCAT, Inc.'s expectation is to have a single point of contact, i.e. a single point of responsibility/accountability and a single contracting entity for this project. This is of critical nature pertaining to this RFP; a contract will not be awarded to a supplier who does not submit this single point of responsibility or accountability. Indicate below your understanding of the aforementioned requirement and include contact information for your single point of responsibility and accountability.

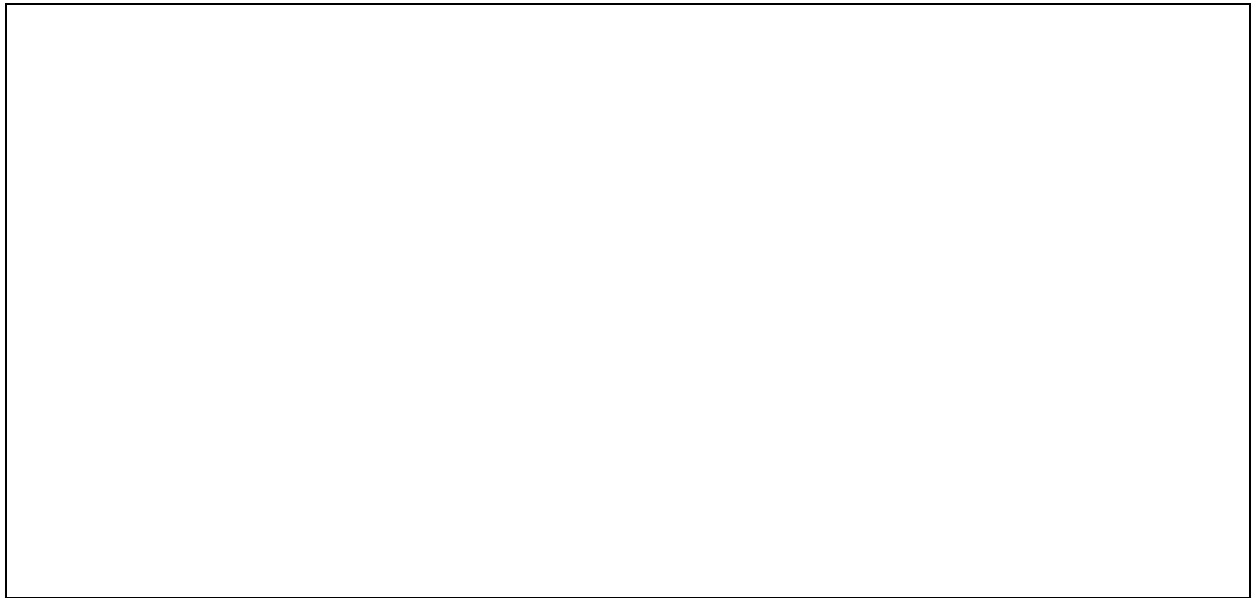
4(D) Technical Requirements

1. Provide a complete system design and methodology assuring system wide electronic access/keyless entry and security camera quality.

2. Recommend and illustrate equipment to be installed within the TCAT, Inc. Data Center, ensuring that additional racks, and or, cabinets are included in the RFP bid submittal.



3. Provide a solution to redundancy/failover in case of system wide failure, ensuring that the system is operational 24/7.



4. System security features need to be built-in allowing the administrator to remotely assess all levels of users. Indicate below your solution for this requirement.

5. Provide documentation showing device addressing schemas, initial equipment inventory for each location including model/serial numbers, card readers, security cameras, applicable hardware/software and additional system specific equipment..

6. The supplier-provided Project Manager, for installation and continuing contact, is a critical position. TCAT, Inc. desires to meet and interview said Project Manager as part of any finalist interview. Please indicate concurrence with this philosophy.

7. Respondents will provide, as part of RFP, a complete listing of maintenance and support services indicated and the range of services offered. Said list shall include all items below (listing can be completed on addition notes section of this RFP).

1. An itemized list of services.
2. Respondent to provide detail of local support, hours or limits of coverage for service and repairs.

The items below shall be priced in Section 5, Pricing Schedule.

1. On-going maintenance cost.
2. Forecast any increase for 2-3 years for hardware and software maintenance.
3. Provide software upgrade plans inclusive with maintenance.
4. Respondent to provide maintenance plan options and costs with one hour or less response times.

4(E) General Questions

1. How many years has your company been in business? How long have you been installing electronic access/keyless entry and security camera systems? What is your company's primary line of business?

2. Provide a brief overview of your company (furnish your business philosophy, mission statement, Management Structure, Organizational Chart, etc.).

3. How many employees do you have? What is the total years' of experience your employees possess within the electronic access/keyless entry and security camera profession? What is the average experience?

4. State the type of ownership of your company. Provide the State and date of your incorporation if applicable. List Headquarters and Regional/Full-Service office locations and website address.

5. Provide key contact names, titles addresses, telephone and fax numbers. Also, identify the person(s) authorized to contractually bind your organization.

6. Please provide credit references to demonstrate your company's future viability. If applicable; please provide your Dun & Bradstreet (D-U-N-S) number.

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7. Please provide status of any current, or pending, litigation against your company that may directly affect ability to deliver the product/services you offer.

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8. Provide case histories of at least five (5) companies your have serviced within the last five (5) years.

9. Include names of three (3) current customers (with title and phone number) utilizing systems similar to what your company is proposing in response to our RFP.

10. Please include reference names of former customers, if any, (with title and phone numbers) and reasons for disengagement of your services.

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11. State type and amount of insurance carried by your company (include a certificate of liability insurance form with your proposal).

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12. Describe any electronic access/keyless entry and security camera value-added services your company is capable of providing.

4(F) Summary

Explain, in one page or less, how your solution will differentiate you from other suppliers and why TCAT, Inc. should choose your company as our supplier of choice. Also, please list unique features that provide your company a competitive edge within the electronic access/keyless entry and security camera installation and maintenance area.

5. Pricing Schedule

Proposers shall provide pricing within the matrix below for all equipment and services, including applicable hardware, software, network cabling, labor, etc. All prices on equipment must be itemized as shown and must be submitted on the form shown below. Additionally, TCAT, Inc. reserves the right to purchase all, or some, of the proposed solution.

TCAT, Inc. wishes to ascertain any/all maintenance costs and the length of warranty on the proposed system. Maintenance costs should include all inclusive hourly charge rates (during specified hours), any travel expenses to be reimbursed, the percentage of mark-up on any materials.

The equipment, labor and training prices below must remain firm until **March 31, 2012**. Any price adjustments, through the life of this agreement, will be mutually agreed upon, in writing, at the time of award.

5(A) Equipment

Item	Description	Quantity	Unit Price	Extended Price
1				
2				
3				
4				
5				

5(B) Labor

Item	Description	# of Hours	Hourly Rate	Extended Rate
1				
2				
3				
4				
5				

5(C) Training

Item	Description	# of Classes	Cost Per Class	Extended Cost
1				
2				
3				
4				
5				

5(D) Maintenance

Proposers shall provide, below, anticipated Annual Maintenance costs. If discounts are available, for multi-year support agreements, please provide this information regarding the length of term and the net discount percentage. Please, also ensure, that your prices are firm until **March 31, 2012**.

Item	Description	Discount %	Length of Term	Total Price
1	Full Maintenance: supporting hardware and software, 8 am to 5 pm Monday-Friday with four (4) , on-site, response time.			
2	Full Maintenance: supporting hardware and software seven (7) days a week, 24 hours per day, with a four (4) hour on-site response.			
3	What is your plan for emergency response in case of critical failure? Do you possess an Emergency Response Plan with one (1) hour, or less, on-site response? If so, please explain and include pricing. If not, so indicate.			
4	If TCAT, Inc. prefers Time and Materials coverage, what is the rate for standard business hours and after hours? Also, state your definition of business hours.			
5	Will your company support a Maintenance Contract that covers the core components only (e.g. card readers, software, etc.)?			

5(D) Maintenance (continued)

Item	Description	Discount %	Length of Term	Total Price
6	Propose a Maintenance Plan that best serves TCAT, Inc.			

5(E) Reimbursable Expenses (Including Travel)

- Alternate A: This contract includes no reimbursable expenses.**
- Alternate B: This contract includes the following reimbursable expenses:**

Type of Expense	Maximum Cost Per Item	Cumulative Cost Maximum
Hotel		
Meals		
Travel		

5(F) Other

Respondent shall list below any and all charges, expenses, and or, costs incurred by TCAT, Inc. not included within this Pricing Section of our RFP. Failure to specifically and thoroughly indentify and enumerate said items may be just cause for proposal disqualification.

6. Question Submittal Form

Questions regarding this RFP must be submitted in writing on the form provided in this Section and returned via email to the RFP Contact listed in Section 2(C), and only during the allotted timeframe detailed in the timeline, Section 2(A). Note that only **ONE** question, per form will be permitted; duplication of question form is acceptable for submittal of additional questions.

Answers to all pertinent questions, from all Suppliers, will be returned to all RFP participants without identifying the Supplier submitting the inquiry.

**ELECTRONIC ACCESS/KEYLESS ENTRY SYSTEM AND SECURITY CAMERA
RFP 001-2011 QUESTION FORM**

RFP Section and Paragraph:		RFP Page Number:	
Submitted By:		Date Submitted:	
EMAIL Address:		Phone:	
Company Name:			

All Suppliers are required to direct their questions to the RFP Contact listed in Section 2(C). Only one question per form is permitted.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the

benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to

performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The

information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or

marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development

Division for Small Business

30 South Pearl St -- 7th Floor

Albany, New York 12245

Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development

Division of Minority and Women's Business Development

30 South Pearl St -- 2nd Floor

Albany, New York 12245

<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383,

respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

STANDARD CLAUSES
FOR ALL FEDERAL CONTRACTS

Incorporation of Federal Transit Administration (FTA) Terms - the following provisions include, in part, certain Standard Terms and Conditions required by the US Department of Transportation, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, and 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 Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

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

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

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

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

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

2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the

Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

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

Clean Air –

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

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

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

No Obligation by the Federal Government.

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

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

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

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

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

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

Civil Rights - The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless

within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (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 a reasonable time after the first observance of such injury or damage.

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

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

Transit Employee Protective Provisions.

1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the

transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The TCAT, Inc's overall goal for DBE participation is .070 % for calendar years 2010, 2012 and 2013. A separate contract has not been established for this procurement.

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

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

The contractor must promptly notify TCAT, Inc., 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 TCAT, Inc.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION FOR NON-ROLLING STOCK MATERIALS OR SERVICES

As a recipient of funding under Section 1101(b) of TEA-21, 23 U.S.C. Section 101, our transit system must identify Disadvantaged Business Enterprise participation in all contracts which can be used to meet our overall obligation. For this reason we require all vendors, as a condition of being authorized to bid on this project, to certify the level of Disadvantaged Business Enterprise participation which will be involved if he/she is awarded the contract for the project.

Accordingly, the following certification must be completed and submitted with your bid:

I _____,
hereby

(Name and Title)

certify that DBE participation in the items offered shall not be less than _____ percent,

\$ _____ U.S. dollars of the final purchase price.

I understand that the Disadvantaged Business Enterprise participation levels indicated will be a material factor in the public agency's decision to award a contract for the items offered.

Signature of Authorized Official

Title

Attach a listing of the DBE firms from whom purchase of components or services is anticipated, pending award of this contract for items covered, in this procurement. Please indicate the type of items to be purchased, an address, phone number and contact person for each Disadvantaged Business Enterprise as well as the amount of purchases anticipated.

ATTACHMENT**Tompkins Consolidated Area Transit (TCAT, Inc.)
ANTI-DISCRIMINATION CLAUSE**

During the performance of this contract, hereby agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, creed or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

- (b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnishes such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of

clauses (a) and (b) and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.

- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result

of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm:

_____ By: _____

Date:

_____ Title: _____

**Federal Transit Administration
Certifications and Assurances**

Name of Proposer: _____

Name of Authorized Person: _____

Title of Authorized Person: _____

By endorsing this signature page, _____ (authorized person) declares that he or she is duly authorized to make the certifications and assurances on behalf of the Proposer and bind the Proposer to comply with them. Thus, when its authorized person signs this document, the Proposer agrees to comply with all Federal statutes, regulations, and executive orders required for Third Party Contracts (Part 2 Terms & Conditions).

The Proposer affirms the truthfulness and accuracy of the certifications and assurances it has made in this statement herein and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801, et seq. apply to any certification, assurance or submission made to TCAT, Inc. and the FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances and other statements made by me on behalf of the Proposer are true and correct.

Date: _____

Signature - Authorized Person

State of _____

COUNTY of _____

On this ____ day of _____, 2010, before me came

_____, known to me to be the person who executed the foregoing certification. In witness whereof, I hereto set my hand and seal.

(Seal)

Notary Public

My Commission Expires: _____

ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2010, before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at

_____, that he/she is the

_____ of

_____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation, that one of the seals affixed to said instrument is such seal; that it was so affixed to said instrument by order of the Directors of said corporation; and that he/she signed his/her name thereto by like order.

(Seal)

ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2010, before me personally came and appeared _____, to me known, and known by me to be one of the members of the firm of _____, described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

(Seal)

ACKNOWLEDGEMENT OF PROPOSER, IF AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2010, before me personally came and appeared _____, to me known, and known by me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

(Seal)



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

Authorized Official

Signature

Title of Authorized Official

Date



ELECTRONIC ACCESS/KEYLESS ENTRY SYSTEM AND SECURITY CAMERA

RFP 001-2011

NON-COLLUSION CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed respondent has not divulged to nor discussed or compared his/her bid with other suppliers and has not colluded with any other respondent or parties to bid whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials and/or services. Any such violation will result in the cancellation and/or return of material as applicable.

Company Name: _____

Mailing Address: _____

City/State/Zip: _____

Date: _____

Authorized Signature (written): _____

Authorized Signature:(typed/printed): _____

Title: _____



CERTIFICATION OF COMPLIANCE WITH PROPOSAL SPECIFICATIONS

I hereby certify that all items, which may be delivered under attached bid proposal, shall meet or exceed the minimum specifications dated _____ (date)

issued by _____ (Procurement Administrator)

as amended by responses to requests for clarifications, approved equals or exceptions issued on or before _____ (Date)

By:

(Name) (Date)

(Title)

(Company)

(Street Address)

(City, State, Zip)

(Phone)

10. TCAT, Inc. Insurance and Indemnification Requirements

The Successful Bidder Shall Maintain and Agree to the Following:

(Supplier), hereinafter referred to as “Contractor”, shall indemnify, hold harmless and defend Tompkins Consolidated Area Transit, Inc. (“TCAT, Inc.”), City of Ithaca, Tompkins County, and Cornell University and their officers, employees, Board members, agents and elected officials from and against any and all damages, losses, claims, actions and lawsuits brought or asserted against TCAT, Inc., City of Ithaca, Tompkins County, and/or Cornell University and their officers, employees, Board members, agents and elected officials for injury or death to any person or persons, damage to property, or other damages or losses arising out of the performance of this contract by the Contractor, its employees, subcontractors or agents. Such indemnity shall include the costs of defending any action, including reasonable attorney fees, expert fees, and other litigation costs. To the extent TCAT, Inc. is negligent; Contractor’s indemnification shall not extend to the proportion of loss attributable to TCAT Inc.’s negligence.

Each proposer shall include in its solicitation response package proof of insurance capabilities, with provision of either a completed Accord form or a signed letter from proposer’s insurance agency on its letterhead stating that it has or can get the required insurance coverage.

A certificate of insurance indicating that the awarded vendor has coverage in accordance with the requirements of this section shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and before it occupies the subleased premises. The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to TCAT, Inc. policies of insurance insuring the vendor against any and all claims, liabilities and damages as set forth below.

COMMERCIAL GENERAL LIABILITY including, Premises/Operations, Products/Completed Operations, Contractual Liability, Independent Contractors, Personal Injury, Broad Form Property Damage.

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Damage Limit	\$1,000,000 each occurrence
Personal and Advertising Injury Limit	\$1,000,000 (each person/organization)
General Aggregate Limit	\$2,000,000
Fire Damage Legal	\$500,000 each occurrence
Medical Expense	\$5,000 each occurrence

TCAT, Inc. City of Ithaca, Tompkins County, Cornell University and their officers, employees, board members, agents and elected officials are to be included as Additional Insured's on a direct primary basis.

General Aggregate shall apply separately to the project prescribed in the contract.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Statutory coverage complying with New York Workers' Compensation Law

NEW YORK DISABILITY

Statutory Coverage

PROPERTY INSURANCE

Contractor shall provide and maintain an insurance policy insuring its contents, fixtures, equipment and personal property located within the premises and/or owned by Contractor, as well as coverage of all alterations and improvements to the premises not covered by TCAT, Inc.'s or TCAT, Inc.'s Landlord's insurance coverage for all the hazards and perils normally covered by the Causes of Loss-Special Form. The foregoing property coverage shall be provided in amounts sufficient to provide one hundred percent (100%) of the full replacement cost of the items covered thereby. If for any reason the Causes of Loss-Special Form is not customarily used in the insurance industry, then the property insurance policy then in effect shall at least provide coverage for the following perils: fire, lightning, windstorm and hail, explosion, smoke, aircraft and vehicles, riot and civil commotion, vandalism and malicious mischief, sprinkler leakage, sinkhole and collapse, volcanic action, earthquake or earth movement, and flood, and increased costs of construction and demolition due to law, ordinance and inflation.

It is understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms.

All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and have a Best's rating of A XI or better. Proof of insurance shall be provided on a Certificate of Insurance (copy attached). All Certificates shall contain a thirty (30) day notice of cancellation, non-renewal or material change to Tompkins Consolidated Area Transit, Inc. Broker signature is not acceptable. Subcontractors shall carry the same kinds and amounts of insurance as the general Contractor. Certificates of Insurance shall be submitted with the RFP/bid.

Please make sure that the certificate holder reads: Tompkins Consolidated Area Transit, Inc. ("TCAT, Inc."), City of Ithaca, Tompkins County, and Cornell University, 737 Willow Avenue, Ithaca, NY 14850

11. ADDENDA ACKNOWLEDGEMENT

The Undersigned, hereinafter called "PROPOSER", having become familiar with the local conditions, nature and extent of the work, and having examined carefully the Request for Proposals and having fulfilled their requirements, proposes to sublease and utilize the premises and timely furnish all required services as described in this RFP, in full accordance with the proposal documents and all other documents related thereto on file with TCAT, Inc., and if awarded the agreement, to occupy and utilize the subleased premises and provide the required services within the time limits specified.

The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame.

Acknowledgment is hereby made of receipt of the following Addenda issued during the proposal period:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

TCAT, Inc. department head, employee or officer has a direct interest in the proposal. This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived nor agreed directly or indirectly with any Proposer or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from proposing, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other Proposer, or to secure any advantage against TCAT, Inc. or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.

In witness whereof, the PROPOSER has hereunto set his signature and affixed his seal
this _____ day of _____ 2010.

ATTEST: _____ (Seal)

By: Printed _____

By: Signature _____

Title: _____

Company Name

Contact Person

Mailing Address

Phone Number

City, State, and Zip

Fax Number

12. Protest Information

Protests Prior to Proposal Due Date

Following the issue of this formal RFP, and prior to the due date, a protest may be filed with TCAT, Inc. Protests must be in writing and be received by TCAT, Inc. not less than five (5) full working days before the proposal due date. TCAT, Inc. will notify all proposers that a protest has been filed, and the due date will be postponed until the protest has been reviewed and acted upon by TCAT, Inc. and the FTA (if applicable).

Protests Received After Proposal Due Date

TCAT, Inc. will evaluate all proposals and determine the best-qualified proposers. Once TCAT, Inc. selects the contractor, a notice of intent to award will be mailed to all proposers. Any protest to the notice must be in writing and received by TCAT, Inc. within five (5) full working days from the postmark date of the notice.

Protest Contents

The protestor must demonstrate or establish a clear violation of a specific law or regulation, e.g., a violation of the prohibition against exclusionary or unduly restrictive specifications. The protest must state it is a protest and must contain a statement of the grounds for protest (including specification of the law or regulation that the protestor alleges has been violated) and all supporting documentation. TCAT, Inc. may, but is not obligated to, request additional information concerning the grounds for protest.

Reply to Protests

The TCAT, Inc. Protest Committee will review all protests as soon as possible. All material submitted by the protestor will be considered. Such material will not be withheld from any interested party outside of TCAT, Inc. or any agency which may be involved with the procurement except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor contends that the protest contains proprietary and confidential material which should be withheld, a statement advising of this fact shall be affixed to the front page of the protest document and alleged proprietary and confidential information shall be so identified wherever it appears. TCAT, Inc. shall make a determination as to whether the protest contains proprietary and confidential materials which should be withheld.

TCAT, Inc. will respond with its determination in writing within ten (10) working days of its receipt of the written protest, or if TCAT, Inc. requests additional information within the ten (10) day working period, TCAT, Inc. will respond with its determination within ten (10) working days of TCAT's receipt of all requested additional information.

Request for Protest Reconsideration

Upon receipt of TCAT, Inc.'s decision, the protestor may file a written request for protest reconsideration. A request for protest reconsideration must be directed to the General Manager in writing and received within five (5) full working days from the postmark date of the reply from TCAT, Inc. The request for protest reconsideration shall specify why the Protest Committee's determination is alleged not to be correct. The decision of the General Manager will be in writing, will be final, and will be made within ten (10) working days of TCAT, Inc.'s receipt of the written request for protest reconsideration. No further protests will be heard by TCAT, Inc.

FTA review of Protests:

A. Review of Protests

1. FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures or alleged failure to follow such procedures.
2. Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation. See, e.g., Buy America Requirements, 49 CFR Part 661 (Section 661.15); Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, 49 CFR Section 26.103.
3. FTA will only review protests submitted by an interested party as defined in paragraph C, below.

B. Remedy.

FTA's remedy for a grantee's failure to have written protest procedures or failure to follow such procedure is limited to requiring the grantee to develop such procedures, if necessary, and follow such procedures in reviewing the protest at issue, if the grantee desires FTA financial participation in the contract in question. In instances where a grantee has awarded to another bidder or offeror prior to FTA's decision on the protest, FTA may refuse to participate in funding the contract.

- C. Definitions. For the purposes of this Section 6.6, the following definitions apply:
1. "Days" refers to working days of the Federal Government.
 2. "File" or "submit" refers to the date of receipt by FTA.
 3. "Interested party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.
 4. "Bid" includes the term "offer" or "proposal" as used in the context of negotiated procurements.
- D. Time for filing.
1. Protestors shall file a protest with FTA not later than five days after a final decision is rendered under the grantee's protest procedure. In instances where the protestor alleges that the grantee failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five days after the protestor knew or should have known of the grantee's failure to render a final determination on the protest.
 2. Grantees shall not award a contract for five days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph H. After five days, the grantee shall confirm with FTA that FTA has not received a protest on the contract in question.
- E. Submission of Protest to FTA
1. Protests shall be filed with the appropriate FTA Regional Office with a concurrent copy to the grantee.
 2. The protest filed with FTA shall:
 - (a) Include the name and address of the protestor.
 - (b) Identify the grantee, project number, and the number of the contract solicitation.

- (c) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
- (d) Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

F. Grantee response.

1. FTA shall notify the grantee in a timely manner of the receipt of a protest. FTA shall instruct the grantee to notify the contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The grantee shall notify all who receive such notice that they may communicate further directly with FTA.
2. The grantee shall submit the following information within the timeframe specified by FTA:
 - (a) A copy of the grantee's protest procedure;
 - (b) A description of the process followed concerning the protestor's protest; and
 - (c) Any supporting documentation.
3. The grantee shall provide the protestor with a concurrent copy of the above submission.

G. Protestor comments. The protestor must submit any comments on the grantee's submission not later than ten days after the protestor's receipt of the grantee's submission and must provide the grantee a concurrent copy of the submission.

H. Withholding of Award. When a protest has been timely filed with the grantee before award, the grantee shall not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA, during the pendency of that protest, unless the grantee determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or

3. Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.

In the event that the grantee determines that the award is to be made during the five day period following the local protest decision or the pendency of a protest, the grantee shall notify FTA prior to making such award. FTA will not review the sufficiency of the grantee's determination to award during the pendency of a protest prior to FTA's bid protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

- I. FTA Action. Upon receipt of the submissions, FTA may request further information or a conference among the parties, and will render a decision on the protest.

13. RFP Response Submittal Checklist

Supplier shall submit a proposal in the following format:

1. Vendor shall create one (1) original proposal (so labeled "original") with original signature and three (3) identical copies (a total four (4) proposal submittals).
2. The original proposal and each of the three (3) identical copies shall be submitted in three-ring binders of sufficient size to contain each response.
3. The original and each of the three (3) three-ring binders shall be sent to the RFP Contact at the address shown in Section 2(C), on or before the specified due date and time shown in Section 2(A) within a box of sufficient size to hold all proposal submittals.
4. In addition to the aforementioned copies specified the Supplier MUST include a CD of the entire submittal. Said CD shall be placed inside the front cover of the original proposal.
5. TCAT, Inc.'s RFP name and number, associated with our project, must be shown on the lower left-hand corner of the box.
6. The original, along with each of the three (3) identical copies, shall be indexed with tabs as follows:

- | | |
|---|--------------------------|
| Tab 1: RFP Cover Sheet | <input type="checkbox"/> |
| Tab 2: Introduction, Instructions and Information | <input type="checkbox"/> |
| Tab 3: Scope of Services | <input type="checkbox"/> |
| Tab 4: Questions | <input type="checkbox"/> |
| Tab 5: Pricing Schedule | <input type="checkbox"/> |
| Tab 6: Required Forms for Submittals | <input type="checkbox"/> |
| Tab 7: Compliance with Proposal Specifications | <input type="checkbox"/> |
| Tab 8: Certificate of Liability Insurance | <input type="checkbox"/> |

Note: TCAT, Inc.'s checklist is intended, primarily, as an aid to Suppliers in providing a response to this RFP. Supplier retains the sole responsibility for accuracy and conformance of response submittals.

14. Additional Notes: