

CITY OF MURFREESBORO

REQUEST FOR COMPETITIVE SEALED PROPOSAL

for

INSTALLATION - MONITORING - MAINTENANCE - REPAIR

of

COMMUNICATION SYSTEMS and ELECTRONIC EQUIPMENT

CSP NUMBER: CSP-2014

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1 INTRODUCTION

1.1 Statement of Purpose

The City of Murfreesboro, Tennessee is issuing a Request for Competitive Sealed Proposals (CSP) from qualified vendors for installation, monitoring, maintenance and repair services for communications systems (not including telephone systems) and electronic equipment. The City of Murfreesboro is seeking reputable and experienced Communication Systems and Electronic Equipment contractor(s) to perform the following services for the City of Murfreesboro. Each category will be evaluated separately and shall be awarded individually.

Category 1 Install equipment **only** on all newly manufactured City Public Safety motor vehicles, with exception of Police Motorcycles, as outlined in Attachment 9.9.

Category 2 Install equipment on all other City vehicles, to include Police Motorcycles, as outlined in Attachment 9.10 **and** perform all monitoring, maintenance and repair of voice and data communication systems (excluding current telephone systems) and any specified electronic equipment to include City Public Safety vehicles and Police Motorcycles.

Category 3 Install, Monitor, Maintain and Repair **all** infrastructure equipment (excluding all Motorola infrastructure equipment) as outlined in Attachment 9.11.

1.1.1 Contractor Performance Requirements

The Contractor shall be required to install, monitor, maintain and repair all communication systems and electronic equipment as specified by the City.

1.1.2 Contractor Equipment Requirements

The Contractor shall have at their disposal all required equipment to perform the duties stated in Section 1.1.1 of this CSP.

1.2 Scope of Service

Section A of the *pro forma* contract, included in Section Eight (8) of this CSP, details the proposed scope of services and deliverables that the City requires for each of the three (3) categories as stated in Section 1.1 – Statement of Purpose. The final *pro forma* contract will be based on the agreed upon products and services.

The *pro forma* contract also includes the terms and conditions required by the City.

1.3 Contract Duration

The City intends to enter into a contract with an effective initial period from the date of contract execution until June 30, 2016 and reserves the right to extend said contract for one (1), two (2) or three (3) additional periods (July 1 through June 30 of each period). The contract will include any Communication Systems and Electronic Equipment utilized by the City at no additional charge.

Second, third and fourth contract periods renewal is contingent upon purchaser's satisfaction with supplied service.

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Successful Proposer shall submit any price increases prior to March 1 of each year (2016, 2017, and 2018) for approval and acceptance by the City Manager.

The City reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years. The City shall notify the Contractor in writing of its intention to extend this Contract prior to June 1 of each year (2016, 2017, and 2018). An extension of the term of this Contract will be affected through an amendment approved by the City Council. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the City's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract. Rate increases shall not take effect until July 1 of the year that the rate increase takes effect.

It is requested that Proposers raise any questions in advance of submitting a Proposal to the City. To submit a Proposal implies consent to the terms as set forth in this request for proposal.

1.4 Letter of Intent to Propose

A letter indicating a vendor's intent to respond to this CSP should be sent to the CSP Coordinator (refer to section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, CSP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile transmission or e-mail. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a Proposal.

The following information should be included in the *Letter of Intent to Propose*:

- Vendor Name
- Name and Title of Vendor Main Contact
- Address, Business, Cell and Facsimile Numbers & E-Mail of Vendor Main Contact
- Category(ies) that Vendor intends on submitting a Proposal
- Signed Statement of Intent to Proposal

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a Proposal, but it is necessary to ensure a vendor's receipt of Proposal amendments and other communications regarding the CSP.

1.5 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, CSP Schedule of Events. Proposers shall respond to the written CSP and any exhibits, attachments, or amendments. A Proposer's failure to submit a Proposal as required before the deadline shall cause the Proposal response to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the City. Late Proposals shall not be accepted nor shall additional time be granted to any potential Proposer. Proposal responses may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

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1.6 Non-Discrimination; Affirmative Action

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, disability, or veteran status in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Awarded Proposer shall certify and warrants it will comply with this policy.

Awarded Proposer shall further acknowledge that the City is a federal government contractor, and that by virtue of this Contract, Awarded Proposer shall be a federal government subcontractor.

Therefore, in accordance with federal law, Awarded Proposer shall specifically acknowledge and agree as follows:

- (A) The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.**
- (B) The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- (C) The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.”**

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Communication Systems and Electronic Equipment Services**

2 CSP SCHEDULE OF EVENTS

The following CSP Schedule of Events represents the City's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors submitting a *Letter of Intent to Propose*.

	EVENT	DAY	DATE	TIME
1	City Issues CSP	Friday	May 23, 2014	4:00 p.m. CST
2	Deadline for <i>Letter of Intent to Propose</i> and <u>Mandatory Pre-Proposal Meeting</u> to include Site Inspections if requested	Wednesday	June 4, 2014	9:00 a.m. CST
NOTE:	Proposals <u>WILL NOT BE ACCEPTED</u> from any Vendor that does not have a representative present at the <u>Mandatory Pre-Proposal Meeting</u>.			
3	Deadline for Written Comments and/or Questions	Wednesday	June 11, 2014	4:00 p.m. CST
4	City Issues Responses to Written Comments and any necessary Addendums	Friday	June 27, 2014	9:00 a.m. CST
5	Deadline for Submitting a Proposal and City Opens Proposals	Monday	July 14, 2014	3:00 p.m. CST
6	City Completes Evaluations and any Interviews if required	Monday	August 4, 2014	4:00 p.m. CST
7	City Notifies Selected Vendor to Start Contract Negotiations	Tuesday	August 5, 2014	9:00 a.m. CST
8	City Sends a Written Evaluation Notice to Proposers <u>and</u> City Opens CSP Files for Public Inspection	Tuesday	August 5, 2014	4:00 p.m. CST
9	Conclusion of Contract Negotiations and Contract Signing	Friday	August 29, 2014	9:00 a.m. CST
10	Anticipated Contract Start Date	Monday	September 1, 2014	8:00 a.m. CST

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3 GENERAL REQUIREMENTS AND INFORMATION

3.1 CSP Coordinator

The main point of contact for this CSP shall be:

Jim Crumley, Assistant City Manager
City Of Murfreesboro
Post Office Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37133-1139
Phone (615) 849-2629 Fax (615) 849-2679
jcrumley@murfreesborotn.gov

The main point of contact shall hereinafter be referred to as the **CSP Coordinator**.

3.2 CSP Number

The City has assigned the following CSP title -- it should be referenced in all communications regarding the CSP:

CSP-2014 Communication Systems and Electronic Equipment Service

3.3 Communications Regarding the CSP

- 3.3.1 Upon release of this CSP, all vendor communications concerning this procurement must be directed to the CSP Coordinator. Unauthorized contact regarding the CSP with other City employees of the procuring City departments may result in disqualification.
- 3.3.2 All communications should be in writing to the CSP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the City. Written comments, including questions and requests for clarification, must cite the subject CSP number and title. The CSP Coordinator must receive these written requests by the deadline specified in the CSP Schedule of Events.
- 3.3.3 Any communication regarding this CSP sent by facsimile transmission or e-mail can also be sent by United States mail on the same date.
- 3.3.4 The City shall respond in writing to written communications. Such responses shall constitute an amendment to the CSP. Only written responses to written communications shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comment, questions, and requests for clarification.
- 3.3.5 The City shall e-mail copies of its written responses to written comments to all vendors submitting a *Letter of Intent to Propose*.
- 3.3.6 Any data or factual information provided by the City shall be deemed for informational purposes only, and if a Proposer relies on said factual information it should either: (1) independently verify the information, or (2) obtain the City's written consent to rely thereon.

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3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this CSP and all attachments, including but not limited to the proposed *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning CSP objections must be made in writing and received by the City no later than Wednesday, June 11, 2014 at 4:00 p.m. CST. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which the contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by Wednesday, June 11, 2014 at 4:00 p.m. CST.

3.5 Proposal Submitted

3.5.1 Proposers shall respond to this CSP with a Proposal.

One (1) original and ten (10) copies of the Proposal shall be submitted to the City in a sealed package by the date requested in Section 2, CSP Schedule of Events (unless otherwise amended by the City), and be clearly marked:

“Proposal in Response to CSP-2014 Communication Systems and Electronic Equipment Services -- Do Not Open”

AND which Category(ies) the Proposer is responding to:

“Category 1” and/or “Category 2” and/or “Category 3”

3.5.2 All Proposals must be submitted to the CSP Coordinator at:

Office of the City Manager
City Hall
City of Murfreesboro
Attention: Jim Crumley, Assistant City Manager
111 West Vine Street
Murfreesboro, TN 37130

by the date and time identified as the Deadline for Submitting a Proposal in the CSP Schedule of Events in Section 2 (unless otherwise amended by the City).

3.6 Proposal Preparation Costs

The City shall not pay any costs associated with the preparation, submittal, or presentation of any Proposal response.

3.7 Proposal Withdrawal

Vendors may withdraw a submitted proposal at any time up to the deadline for submitting proposals. To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the CSP Coordinator before the deadline for submitting proposals. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

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3.8 Proposal Amendment

The City shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.10 Incorrect Proposal Information

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information, which the Proposer knew or should have known, was materially incorrect, that proposal may be determined nonresponsive, and the proposal may be rejected.

3.11 Prohibition of Proposer Terms and Conditions

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this CSP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

3.12 Assignment and Subcontracting

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

3.12.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this CSP, shall be the prime contractor and shall be responsible for all work performed.

3.13 Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

3.14 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the CSP) shall be considered nonresponsive and rejected.

3.15 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required and described in this CSP, these additional services may be added to the contract before the contract signing at the sole discretion of the City.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Proposal so that all proposals may be equitably evaluated. The Proposer shall **not**

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propose unrequested rates as separate, additional rates for additional services.

3.16 Independent Price Determination

- 3.16.1 A proposal shall be disqualified and rejected by the City if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a City employee, or any competitor.
- 3.16.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.
- 3.16.3 The Proposer is prohibited from submitting multiple proposals in a different form (*i.e.*, as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.
- 3.16.4 Should any such prohibited action stated above (see 3.16.1, 3.16.2, and 3.16.3) be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.17 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the City may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the City shall be in a form and substance acceptable to the City.

3.18 Licensure

Before a contract pursuant to this CSP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure.

3.19 Conflict of Interest and Proposal Restrictions

By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro whose duty it is to vote for, let out, overlook, or in any manner to superintend this contract or any work relative to this contract as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this CSP.

Notwithstanding this restriction, nothing in this CSP shall be construed to prohibit a City department or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this CSP.

3.20 CSP Amendment and Cancellation

The City reserves the unilateral right to amend this CSP in writing at any time. The City also reserves the right to cancel or reissue the CSP at its sole discretion. If an amendment is issued it

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shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written CSP and any exhibits, attachments, and amendments.

3.21 Right of Rejection

- 3.21.1 The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this CSP in its entirety.
- 3.21.2 Any proposal received, which does not meet the requirements of this CSP, may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this CSP and all applicable City laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this CSP.
- 3.21.3 Proposers may not restrict the rights of the City or otherwise qualify their proposals. If a Proposer does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.
- 3.21.4 The City reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the CSP requirements or excuse the Proposer from full compliance with the CSP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the CSP.

3.22 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this CSP procurement process become the property of the City of Murfreesboro. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

3.23 Severability

If any provision of this CSP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the City and Proposers shall be construed and enforced as if the CSP did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Joint Ventures

Proposals from joint ventures are acceptable. However, such proposals should be designed to minimize any administrative burden on the City as a result of the participation of multiple entities. Proposals from joint ventures shall clearly set forth the respective responsibilities and functions each principal to the joint venture would perform if awarded the contract.

- 4.1.1 If submitting a proposal as a joint venture, the Proposer must submit a copy of the joint venture agreement(s) that identifies the principals involved as well as their rights and responsibilities regarding performance and payment.

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4.1.2 The proposal transmittal letter must be signed by all principals and include all required information.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

5.1.1 The City discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this CSP. Emphasis should be on completeness and clarity of content. Please refer to the Checklist in attachment 9.4 to ensure completeness of your proposal.

5.1.2 Proposers must follow all formats and address all portions of the CSP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this CSP for use in responding to the CSP, provided that the proposal clearly addresses all of the City's information requirements.

5.1.3 Proposers must respond to every subsection under the Proposal sections below. Proposers must label each response to CSP requirements with the section and subsection numbers associated with the subject requirement in this CSP (e.g., the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this CSP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversized exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All proposal pages must be numbered.

5.1.5 Proposers shall submit their responses in accordance with Section 3.5 of this CSP by the Deadline for Submitting a Proposal in the CSP Schedule of Events listed in Section 2.

5.2 Proposals

The Competitive Sealed Proposals shall be divided into the following:

- I. Proposal Transmittal Letter;
- II. Mandatory Proposer Qualifications;
- III. General Proposer Qualifications and Experience (Use Attachment 9.12);
- IV. Technical Approach.
- V. Cost Proposal

If a proposal fails to detail and address each of the requirements detailed herein, the City may determine the proposal to be nonresponsive and reject it.

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5.2.1 Proposal Transmittal Letter -- The Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal, which does not meet the requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this CSP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

5.2.1.2 The letter shall state that the proposal remains valid for at least one hundred eighty (180) days subsequent to the date of the Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the City.

5.2.1.3 The letter shall provide the complete name of the individual or the legal entity name and Vendor Tax Identification Number of the firm making the proposal.

5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person the City should contact regarding the proposal as listed on Attachment 9.12.

5.2.1.5 The letter shall state whether the Proposer intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (Note: The Contractor must obtain written approval from the City prior to the use of any subcontractors.)

5.2.1.6 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the City of Murfreesboro) and, if so, the nature of that conflict. The City reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the City.

5.2.2 Mandatory Proposer Qualifications -- Proposals shall provide responses and documentation, as required, that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal, which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

Proposals shall provide the following information (referencing the subsections in sequence)

5.2.2.1 Written confirmation that the Proposer shall comply with all of the provisions in this CSP and shall accept all terms and conditions set out in the *pro forma* contract in Section Eight of this CSP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the City, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)

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- 5.2.2.2 Written certification and assurance of the Proposer’s compliance with:
- a the laws of the State of Tennessee;
 - b Title VI of the federal Civil Rights Act of 1964;
 - c the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - d the Americans with Disabilities Act of 1990, as amended, and the regulations issued there under by the federal government
 - e Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002
 - f Section 503 of the Rehabilitation Act of 1973, as amended
 - g the condition that the submitted Proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - h the condition that no amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this CSP.

(Use Attachment 9.1, Certification of Compliance)

- 5.2.2.3 Documentation of financial responsibility and stability; said documentation shall include:
- 5.2.2.3.1 A current written bank reference indicating that the Proposer’s business relationship with the financial institution is in positive standing
 - 5.2.2.3.2 Two current written, positive credit references from vendors with which the Proposer has done business; in lieu of such, documentation of a positive credit rating determined by an accredited credit bureau within the last 6 months, and
 - 5.2.2.3.3 A copy of a valid certificate of insurance indicating liability insurance in an amount sufficient to cover any liability arising as a result of a contract pursuant to this CSP.
- 5.2.3 Proposer Qualifications and Experience -- Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer’s experience in delivering services similar to those required by this CSP:
- 5.2.3.1 A brief, descriptive statement indicating the Proposer’s credentials to deliver the services sought under this CSP.
 - 5.2.3.2 Complete Attachment 9.12 in its entirety and submit along with the brief, descriptive statement required in Subsection 5.2.3.1 above.
- 5.2.4 Technical Approach -- The Proposer shall describe the vendor’s plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the City to ascertain the Proposer’s understanding of the effort to be accomplished and should outline the steps in the total service proposed. Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer’s technical approach to delivering the services sought under this CSP:
- 5.2.4.1 Proposers must provide a comprehensive narrative, captioned “**Understanding**,” that illustrates the vendor’s understanding of the City’s requirements set forth in this CSP to include Attachment 9.8.

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- 5.2.4.2 Proposers must provide a comprehensive narrative, captioned “**Approach**,” that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the City's schedule to include Attachment 9.8.
- 5.2.4.3 Proposers must provide a comprehensive narrative, captioned “**Management**,” that illustrates how the Proposer will manage the requirements set forth in this CSP to include Attachment 9.7, ensure completion of the scope of services, and accomplish required objectives within the City's schedule to include Attachment 9.8.
- 5.2.5 The Cost Proposal required format is provided in **Attachment 9.3**.
- 5.2.5.1 The Cost Proposal shall incorporate all costs for the proposed scope of services included in **Attachment 9.9** (Category #1 Requirements), **Attachment 9.10** (Category #2 Requirements) and **Attachment 9.11** (Category 3 Requirements).
- 5.2.5.2 The Cost Proposal shall include only the proposed cost as required, and shall not record any other rates, amounts, or information. If the Proposer fails to specify the Cost Proposal as required, the City shall determine the proposal to be nonresponsive and reject it.
- 5.2.5.3 The Proposer must print name, title, sign name and date each of the Attachments (9.9, 9.10 and 9.11) for the Cost Proposal to be complete.

6 EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Categories and Weights

The categories that shall be considered in the evaluation of proposals are General Proposer Requirements, Qualifications, Experience, Technical Approach, and Cost. Each category shall be weighted as follows with one hundred (100) points being the maximum total number of points that may be awarded to a proposal:

General Proposer Requirements (10 points x 1.0 weighting factor)	10 (maximum points possible)
Proposal (10 points x 1.0 weighting factor)	10 (maximum points possible)
Proposer Qualifications and Experience: (10 points x 2.5 weighting factor)	25 (maximum points possible)
Technical Approach: (10 points x 2.0 weighting factor)	20 (maximum points possible)
Cost Proposal: (10 points x 3.5 weighting factor)	35 (maximum points possible)

6.2 Proposal Evaluation Process

- 6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

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6.2.2 The CSP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of three (3) or more City employees shall be responsible for evaluating proposals.

6.2.3 All proposals shall be reviewed by the CSP Coordinator to determine compliance with basic proposal requirements as specified in this CSP. If the CSP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:

- 1 if it meets requirements for further evaluation; or
- 2 if the City shall request clarification(s) or correction(s); or
- 3 if the City shall determine the Proposal nonresponsive and reject it.

(See Attachment 9.4, Proposal Requirements Checklist)

6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals. Each evaluator shall score each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this CSP. (See Attachment 9.5, Proposal Evaluation Format).

6.2.5 The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of Proposals.

6.2.6 Upon completion of Proposal scoring by the Proposal Evaluation Team, the CSP Coordinator shall calculate the score for each proposal.

6.2.7 All proposal evaluation calculations shall result in numbers rounded to the nearest two decimal places (e.g., 9.99).

6.3 Contract Award Process

6.3.1 The CSP Coordinator shall forward results from the proposal evaluation process to the City Manager for consideration and presentation to City Council.

6.3.2 Appeal Process

Each Proposer shall be notified of the Proposer selected for recommendation to the City Council before the proposed City Council action. A protest by an aggrieved Proposer who is not selected will be heard by the City Council if filed with the City Council, through the City Recorder, within seven (7) days after the intended award is announced. Any issue raised by the protesting party after the seven day period shall not be considered as part of the protest. The City Council may stay an award due to a pending protest without financial or other obligation to the Proposer recommended to the Council. The City Council may, by resolution, adopt rules and procedures applicable to protests.

6.3.3 The City reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.

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- 6.3.4 After the evaluation of proposals and final consideration of all pertinent information available, the CSP Coordinator shall issue a written Evaluation Notice to all Proposers. The notice shall identify the apparent best evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. (See Attachment 9.6 for a sample notice).
- 6.3.5 The CSP files shall be made available for public inspection.
- 6.3.6 The City reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer subsequent to the Evaluation Notice.
- 6.3.7 The apparent best evaluated Proposer shall be prepared to enter into a contract with the City which shall be substantially the same as the proposed *pro forma* contract included in Section 8 of this CSP. Notwithstanding, the City reserves the right to add terms and conditions, deemed to be in the best interest of the City, during final contract negotiations. Any such terms and conditions shall be within the scope of the CSP and shall not affect the basis of proposal evaluations.
- 6.3.8 If a Proposer fails to sign and return the contract drawn pursuant to this CSP and final contract negotiations within four (4) days of its delivery to the Proposer, the City may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this CSP, reject the proposal, and open final contract negotiations with the next best evaluated Proposer.
- 6.3.9 Contract award shall be subject to the contract approval of all appropriate City officials in accordance with applicable City laws and regulations.

7 STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The CSP and the contractor selection processes do not obligate the City and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. Contract award and City obligations pursuant thereto shall commence only after the contract is signed by the Contractor and all other City officials as required by City laws and regulations to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

No payment shall be made until the contract is approved as required by City laws and regulations, and no payment(s) will be made in advance of any work. Under no conditions shall the City be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by City officials as required by applicable ordinances and rules of the City of Murfreesboro.

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7.3 CSP and Proposal Incorporated into Final Contract

This CSP and the successful proposal shall be incorporated into the final contract.

7.4 Contract Monitoring

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the City. The City may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

7.5 Contract Amendment

During the course of this contract, the City may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this CSP. In such instances, the City shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this CSP. If the City and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the Mayor and must be approved by other City officials as required by City ordinances and regulations. The Contractor shall not commence additional work until the City has issued a written contract amendment and secured all required approvals.

8 PRO FORMA CONTRACT

The *pro forma* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

The remainder of this page

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Intentionally.

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Communication Systems and Electronic Equipment Services**

**CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
[CONTRACTOR NAME]**

This Contract, by and between the City of Murfreesboro, hereinafter referred to as the “City” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of communication systems and electronic equipment installation, monitoring, maintenance and repair services, as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is:

[ADDRESS]
[CITY], [STATE] [ZIP CODE]

The Contractor’s place of incorporation or organization is [CITY AND STATE OF ORGANIZATION].

A. SCOPE OF SERVICES (Subject to change based on final negotiated agreement):

SCOPE OF SYSTEMS:

The City of Murfreesboro requires communication systems and electronic equipment installation, monitoring, maintenance and repair services as set forth in this CSP and all attachments thereto.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing from the date of contract execution and ending on June 30, 2016. The City shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The City reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years. The City shall notify the Contractor in writing of its intention to extend this Contract prior to June 1 of each year (2016, 2017, and 2018). An extension of the term of this Contract will be affected through an amendment approved by the City Council. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the City’s maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract. Rate increases shall not take effect until July 1 of the period that the rate increase takes effect.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor’s obligations hereunder. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the City. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the City requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The City is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Service Rates. The Contractor shall be compensated pursuant to the rates set forth in the contractor's proposal. Submit invoices, in form and substance acceptable to the City with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the City shall not prejudice the City's right to object to or question any invoice or matter in relation thereto. Such payment by the City shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the City, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The City reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the City of Murfreesboro any amounts which are or shall become due and payable to the City of Murfreesboro by the Contractor.
- C.8. Work Orders. Some Departments within the City may require written requests for services, instead of verbal requests, be presented before any work is to be performed. The Contractor shall ensure the respective written request (work order, purchase order, etc.) is completed in the manner as required by the respective City Departments before commencing any services.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The City is not bound by this Contract until it is approved by the appropriate City officials in accordance with applicable City of Murfreesboro Code and Charter.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate City officials in accordance with applicable City of Murfreesboro Code and Charter.
- D.3. Termination for Convenience. The City may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the City. The City shall give the Contractor at least sixty (60) days written notice before the effective termination date.

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- D.3.a. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the City be liable to the Contractor for compensation for any service which has not been rendered.
- D.3.b. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the City shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the City Manager. If such subcontracts are approved by the City, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.).

Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro whose duty it is to vote for, let out, overlook, or in any manner to superintend this contract or any work relative to this contract as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Non-Discrimination; Affirmative Action

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, disability, or veteran status in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Awarded Proposer shall certify and warrants it will comply with this policy.

Awarded Proposer shall further acknowledge that the City is a federal government contractor, and that by virtue of this Contract, Awarded Proposer shall be a federal government subcontractor.

Therefore, in accordance with federal law, Awarded Proposer shall specifically acknowledge and agree as follows:

- (A) The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.**
- (B) The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to**

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

employ and advance in employment qualified protected veterans.

(C) The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.”

D.8. Records. The Contractor shall maintain documentation for all charges against the City under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Monitoring. The Contractor’s activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the City, the Comptroller of the Treasury, or their duly appointed representatives.

D.10. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.11. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor’s employees, and to pay all applicable taxes incident to this Contract.

D.12. City Liability. The City shall have no liability except as specifically provided in this Contract.

D.13. Hold Harmless. The Contractor agrees to indemnify and hold harmless the City of Murfreesboro as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, bad faith, negligence, or willful misconduct on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the City in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the City.

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In the event of any such suit or claim, the Contractor shall give the City immediate notice thereof and shall provide all assistance required by the City in the City's defense. The City shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the City of Murfreesboro in any legal matter.

- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. City and Federal Compliance. The Contractor shall comply with all applicable City, State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first-class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

CSP-2014 for Installation – Monitor - Maintenance – Repair Communication Systems and Electronic Equipment Services

The City:
Office of the City Manager
City Hall
City of Murfreesboro
Attention: Jim Crumley, Assistant City Manager
111 West Vine Street
Murfreesboro, Tennessee 37130
Phone: (615) 849-2629
Fax: (615) 849-2679

The Contractor:
[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
[NAME OF CONTRACTOR]
[ADDRESS]
[CITY, STATE ZIP CODE]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of City and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the City. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- I. The Contract document and its attachments
- II. All Clarifications and addenda made to the Contractor's Proposal
- III. The Request for Competitive Sealed Proposals and its associated amendments
- IV. Technical Specifications provided to the Contractor
- V. The Contractor's Proposal
- VI. Federal Requirements and Assurances – Attachment 9.2

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

Approved as to form:

Susan Emery McGannon, City Attorney

Kelley Blevins Baker, Staff Attorney

CONTRACTOR NAME:

By: _____ **SAMPLE – DO NOT SIGN**
Owner / Authorized Representative

STATE OF TENNESSEE)
: ss
COUNTY OF RUTHERFORD)

Before me, the undersigned notary public, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, or other officer authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and seal this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

CSP-2014 for Installation – Monitor - Maintenance – Repair Communication Systems and Electronic Equipment Services

9 ATTACHMENTS

- 9.1 Certification of Compliance
- 9.2 Federal Requirements and Assurances
- 9.3 Cost Proposal Format
- 9.4 Proposal Requirements Checklist
- 9.5 Proposal Evaluation Format
- 9.6 Proposal Score Summary Matrix
- 9.7 Sample Evaluation Notice
- 9.8 Functional Specifications
- 9.9 Category 1 Requirements
- 9.10 Category 2 Requirements
- 9.11 Category 3 Requirements
- 9.12 Proposer Information
- 9.13 Category 3 - Monitoring Status Report Forms

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Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.1

Certificate of Compliance

CSP-2014 Communication Systems and Electronic Equipment Services

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. The laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. The Americans with Disabilities Act of 1990, as amended, and the regulations issued there under by the federal government;
5. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002;
6. Section 503 of the Rehabilitation Act of 1973, as amended;
7. The condition that the submitted Proposal was independently arrived at, without collusion, under penalty of perjury; and,
8. The condition that no amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro whose duty it is to vote for, let out, overlook, or in any manner to superintend this contract or any work relative to this contract as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this CSP.

Proposer Signature and Date

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.2

FEDERAL REQUIREMENTS AND ASSURANCES

CSP-2014 Communication Systems and Electronic Equipment Services

**ATTACHMENT VI
TO
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
CONTRACTOR NAME
FOR
COMMUNICATIONS SYSTEMS AND ELECTRONIC EQUIPMENT
INSTALLATION, MONITORING, MAINTENANCE AND REPAIR SERVICES
REGARDING FEDERAL ASSURANCES**

Pursuant to section E.4. of the Contract between the City of Murfreesboro and Contractor Name for Communications Systems and Electronic Equipment Installation, Monitoring, Maintenance and Repair Services the federal requirements and assurances set forth below are incorporated into the above referenced contract as though set out therein.

The City of Murfreesboro's purchasing procedures are governed by the State of Tennessee, the City of Murfreesboro, and various Federal laws, executive orders, and regulations, by Office of Management and Budget Circular A-102, Executive Order 12612, Federalism and Federal Transit Administration Circular 4220.1F "Third Party Contracting Requirements". These require, among other things, that purchases (including purchases for fixed assets, materials and supplies, construction, and/or services) utilizing certain federal transportation grant funds be made according to approved plans and specifications, including the federal clauses set forth below. The Contractor will be advised what if any payments made under the above referenced contract will be made utilizing federal transportation grant funds.

A. Fly America Requirements

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

B. Cargo Preference - Use of United States-Flag Vessels (46 U.S.C. 1241; 46 CFR Part 381)

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for

CSP-2014 for Installation – Monitor - Maintenance – Repair Communication Systems and Electronic Equipment Services

shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

C. Energy Conservation (42 U.S.C, 6321 et seq; 40 CFR Part 18)

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.

D. Access to Records and Reports (49 U.S.C. 5325; 18 CFR 18.36; 49 CFR 633.17)

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 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 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.
3. 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.
4. 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).
5. FTA does not require the inclusion of these requirements in subcontracts.

E. Federal Changes (49 CFR Part 18)

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 Agreement (Form FTA MA(10) dated October, 2003) 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.

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F. Recovered Materials (42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C.6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

G. No Government Obligation to Third Parties

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.

H. Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq.; 49 CFR Part 31; 18 U.S.C. 1001; 49 U.S.C. 5307)

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.

I. Termination (49 U.S.C. Part 18; FTA Circular 4220.1F)

1. Termination for Convenience (General Provision)

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

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of it in the manner the City of Murfreesboro directs.

2. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Murfreesboro may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Murfreesboro that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Murfreesboro, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. Opportunity to Cure

The City of Murfreesboro in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the City of Murfreesboro satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City of Murfreesboro setting forth the nature of said breach or default, the City of Murfreesboro shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Murfreesboro from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach

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

J. Government-wide Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the 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 the City of Murfreesboro. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Murfreesboro, 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.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

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K. Privacy Act (5 U.S.C. 552)

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.

L. Civil Rights Requirements

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

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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.

M. Disadvantaged Business Enterprises

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Rover Public Transit's overall goal for DBE participation is 3%. A separate contract goal has not been established for this procurement.
2. 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 City of Murfreesboro/Rover Public Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. The successful bidder/offeror will report to Rover Public Transit its DBE participation on the contract obtained through race-neutral means.
4. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Murfreesboro. In addition, the contractor may not hold retainage from its subcontractors.

N. Incorporation of Federal Transit Administration Terms (FTA Circular 4220.1F)

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

O. ADA Access

Contractor shall meet the requirements of the Americans with Disabilities Act of 1990, Standards for Accessible Design.

P. Buy America Requirements - Certification requirement for procurement of steel, iron, or manufactured products

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that

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amount are subject to Buy America.

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

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Communication Systems and Electronic Equipment Services**

**CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA REQUIREMENTS**

(To be submitted with all bids exceeding \$100,000. A bid exceeding \$100,000 which does not include this certification will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
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Q. Davis-Bacon Act

For construction activities exceeding \$2,000 performed in connection with an FTA-funded Project, the Recipient of those funds agrees to comply with, and assure compliance with, the requirements of 49 U.S.C. §5333(a), the Davis-Bacon Act, and the implementing regulations of the Department of Labor at 29 CFR Part 5. In addition to the requirements of the statute and regulations, the Recipient also agrees to report to the FTA every suspected or reported violation of the Davis-Bacon Act or its Federal implementing Regulations.

CERTIFICATION OF COMPLIANCE

The contractor hereby certifies that it will meet the requirements of the applicable regulations of section set forth herein for purchases utilizing federal transportation grant funds.

Date: _____

Signature: _____

Company Name: _____

Title: _____

R. CLEAN WATER REQUIREMENTS - 33 U.S.C. 1251

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.

S. LOBBYING - 31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

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

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APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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T. CLEAN AIR - 42 U.S.C. 7401 et seq; 40 CFR 15.61; 49 CFR Part 18

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.

U. BREACHES AND DISPUTE RESOLUTION - 49 CFR Part 18; FTA Circular 4220.1E

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 the City. 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 Transportation Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transportation Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, 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 City 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 of Tennessee.

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

V. DRUG AND ALCOHOL TESTING - 49 U.S.C. §5331; 49 CFR Parts 653 and 654

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Tennessee, or the City of Murfreesboro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before March 1st of each year and to submit the Management Information System (MIS) reports before before March 15th to Transportation Director. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of

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Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

W. Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$100,000

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.
3. Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.
4. Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

X. Full & Open Competition

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

Y. Prohibition Against Exclusionary or Discriminatory Specifications

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

Z. Conformance with ITS National Architecture

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

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AA. Notification of Federal Participation

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

AB. Interest of Members or Delegates to Congress

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

AC. Ineligible Contractors & Subcontractors

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

AD. Other Contract Requirements

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

AE. Compliance with Federal Regulations

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

AF. Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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AG. Access to Services for Persons with Limited English Proficiency

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

AH. Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

AI. Environmental Protections

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

AJ. Geographic Information and Related Spatial Data

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

AK. Federal Single Audit Requirements

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

AL. Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity. These funds have been received under US 5307 Urbanized Area Funding, CFDA # 20.507.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
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AM. CFDA number for the Federal Transit Administration

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

AN. CERTIFICATION OF COMPLIANCE

The bidder hereby certifies that it will meet the requirements of the applicable regulations in these USDOT and Federal Transit Administration Clauses.

Date: _____

Signature: _____

Company Name: _____

Title: _____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.3

COST PROPOSAL FORM INSTRUCTIONS

CSP-2014 Communication Systems and Electronic Equipment Services

NOTICE TO PROPOSER:

This Cost Proposal must specifically reflect the exact cost amount(s) proposed. Said cost proposed must incorporate all cost for the proposed scope of services, to include where indicated on ALL Attachments, for the total contract period.

The Cost Proposal shall record the cost proposed as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify items in the Cost Proposal as required, the City shall determine the proposal to be nonresponsive and reject it.

The Proposer shall indicate the offered price for providing all services proposed including all services as defined in the pro forma contract Scope of Services of the subject CSP.

The proposed cost and the submitted proposal associated with this cost shall remain valid for at least one hundred eighty (180) days subsequent to the date of the Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the City.

The Proposer must sign and date the Cost Proposal.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
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ATTACHMENT 9.4

PROPOSAL REQUIREMENTS CHECKLIST

CSP-2014 Communication Systems and Electronic Equipment Services

Important Dates:

Letter of Intent to Propose and Mandatory Pre-Proposal Meeting	June 4, 2014	Wednesday	9:00 a.m. CST
Written Comments	June 11, 2014	Wednesday	4:00 p.m. CST
CSP Proposal	July 14, 2014	Monday	3:00 p.m. CST

Proposer Name

Jim Crumley, Assistant City Manager
CSP Coordinator

Review Date

*Proposals for which **ALL** applicable items are marked by the CSP Coordinator are determined to have met basic requirements for responsive proposals.*

*The Proposal Evaluation Team must review any applicable items that are **not** marked to determine if:*

1. *the proposal sufficiently meets basic requirements;*
2. *the City shall request clarification(s) or correction(s); or,*
3. *the City shall deem the proposal nonresponsive and reject it.*

*The Proposal Evaluation Team must attach a written determination for each applicable item that is **NOT** marked.*

<input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Proposal received on time at correct location.
<input type="checkbox"/>	2. Proposal written in English.
<input type="checkbox"/>	3. The Proposal Transmittal Letter with the proposal offer is signed by a company officer empowered to bind the Proposer to the provisions of the CSP and any contract awarded there under. (Subsection 5.2.1.1)
<input type="checkbox"/>	4. The Proposal Transmittal Letter confirms that the proposal shall remain valid for the required number of days subsequent to the proposal opening date. (Subsection 5.2.1.2)
<input type="checkbox"/>	5. The Proposal Transmittal Letter details the complete name of the individual or legal entity name of the firm making the proposal (with Tax ID Number). (Subsection 5.2.1.3)
<input type="checkbox"/>	6. The Proposal Transmittal Letter details the complete name, mailing address and telephone number of the individual of the firm making the proposal for the City to contact. (Subsection 5.2.1.4)
<input type="checkbox"/>	7. The Proposal Transmittal Letter states whether the Proposer intends to use subcontractors and identifies any intended subcontractor. (Subsection 5.2.1.5)
<input type="checkbox"/>	8. The Proposal Transmittal Letter states whether the firm or any individuals who shall work under the contract has a possible conflict of interest. (Subsection 5.2.1.6)

**CSP-2014 for Installation – Monitor - Maintenance – Repair
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<input type="checkbox"/>	<p>9. The Proposal includes written confirmation that the Proposer shall comply with all of the provisions of the CSP and accept all terms and conditions of the CSP and the <i>pro forma</i> contract. (Subsection 5.2.2.1)</p>
<input type="checkbox"/>	<p>10. The Proposal attaches written certification and assurance of the Proposer’s compliance with the laws of the State of Tennessee; Title VI of the federal Civil Rights Act of 1964; the Americans with Disabilities Act of 1990, as amended; the Equal Employment Opportunity Act and regulations issued there under by the federal government; the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002; Section 503 of the Rehabilitation Act of 1973, as amended; the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and, the condition that no amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro whose duty it is to vote for, let out, overlook, or in any manner to superintend this contract or any work relative to this contract as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this CSP. (Subsection 5.2.2.2 and Attachment 9.1)</p>
<input type="checkbox"/>	<p>11. The Proposal attaches required financial responsibility and financial stability documentation: 1) current bank reference as required (Subsection 5.2.2.3.1) and 2) two (2) credit references as required. (Subsection 5.2.2.3.2)</p>
<input type="checkbox"/>	<p>12. The Proposal attaches a valid certificate of liability insurance as required. (Subsection 5.2.2.3.3)</p>
<input type="checkbox"/>	<p>13. The Proposer Qualifications and Experience section provides a brief statement of descriptive information about the Proposer’s credentials. (Subsection 5.2.3.1 and Attachment 9.12)</p>
<input type="checkbox"/>	<p>The Technical Approach describes the vendor’s plans and approach for accomplishing the work – including:</p> <ol style="list-style-type: none"> 1) a comprehensive narrative, captioned “Understanding,” stating the vendor’s understanding of the City’s requirements as set forth in this CSP to include Attachment 9.8 (Subsection 5.2.4.1) 2) a comprehensive narrative, captioned “Approach,” stating the Proposer will complete the scope of services, accomplish required objectives as set forth in this CSP to include Attachment 9.8 (Subsection 5.2.4.2) 3) a comprehensive narrative, captioned “Management,” stating the Proposer will manage the project, ensure completion of the scope of services as set forth in this CSP to include Attachment 9.8 (Subsection 5.2.4.3)
<input type="checkbox"/>	<p>15. Cost Proposal (Subsection 5.2.5 and Attachment 9.3)</p>

NOTE: In addition to the items on the checklist, the Proposal Evaluation Team will also evaluate compliance with other proposal requirements including, but not limited to:

NO alternate proposal submitted;

NO multiple proposals submitted in a different form;

NO restrictions of the rights of the City or other qualifications of the proposal; and,

NO inappropriate conflicts of interest regarding the proposal or the subject procurement; as well as, response to and documentation as required by all other Proposal requirements.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.5

COMPETITIVE SEALED PROPOSAL – EVALUATION SHEETS

CSP-2014 Communication Systems and Electronic Equipment Services

Instructions: Each category is to be based on a score of between 1-10 with 1 being the low range and 10 being the highest or best score. Score each category individually and add the total points at the place provided.

Proposer Name

Evaluator

Review Date

CSP HEADING CRITERION:

GENERAL PROPOSER REQUIREMENTS

General Points of Consideration

Was the proposal prepared simply and straightforward, with a concise description of the Proposer's capabilities to satisfy the requirements of this CSP?

Did Proposer follow all formats and address all portions of the CSP?

Did Proposer respond to every subsection under the Proposal?

Was the proposal prepared on standard 8 ½" x 11" paper?

GENERAL PROPOSER REQUIREMENTS SCORE:

Category Score _____ x 1.0 =
(1 to 10) (weighting factor)

Total Category Score: _____

CSP HEADING CRITERION:

PROPOSAL

General Points of Consideration

Does the Proposer provide a proposal transmittal letter?

Is the Proposal Transmittal Letter signed by the company officer empowered to bind? If not the company president, did the Proposer attach evidence showing authority to bind company?

Does the Proposal Transmittal Letter state that the proposal remains valid for at least one hundred eighty (180) days subsequent to the date of the Proposal?

Does the Proposer provide the complete name of the individual or legal entity name and Vendor Tax Identification Number of the firm making the proposal?

Does the Proposer provide the name, mailing address, and telephone number of the person the City should contact regarding proposal?

Does the Proposer state whether they intend to use subcontractors and identifies said contractor?

Does the Proposer state any conflict of interest?

Does the Proposer fulfill the requirements for Mandatory Proposer Qualifications as listed below?

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

1. Written certification and assurance of the Proposer’s compliance with the laws of the State of Tennessee; Title VI of the federal Civil Rights Act of 1964; the Americans with Disabilities Act of 1990, as amended; the Equal Employment Opportunity Act and regulations issued there under by the federal government; Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002; Section 503 of the Rehabilitation Act of 1973, as amended; the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and, the condition that no amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro whose duty it is to vote for, let out, overlook, or in any manner to superintend this contract or any work relative to this contract as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this CSP. (Attachment 9.1)
2. Documentation of financial responsibility and stability which includes a current written bank reference, two current positive credit references and a copy of a valid certificate of insurance.

PROPOSAL SCORE:

Category Score _____ x 1.0 = Total Category Score: _____
(1 to 10) (weighting factor)

CSP HEADING CRITERION: PROPOSER QUALIFICATIONS AND EXPERIENCE

General Points of Consideration

- Does the Proposer provide a brief statement indicating Proposer’s credentials to deliver the services required?
- Does Proposer complete Attachment 9.12 (Proposer Information) answering the following:
- Does the Proposer provide background into its organizational history?
- Has the Proposer presented the proper credentials including years in business, how long the Proposer has been performing the service that is required by this CSP?
- Does the Proposer have significant experience with existing equipment listed in Attachment 9.7?
- Does the Proposer indicate the location of their offices?
- Does the Proposer have office(s) / service center(s) within the City Limits of Murfreesboro?
- Does the Proposer provide information on the Proposer organization’s number of employees, longevity and client base?
- Does the Proposer indicate whether there have been any mergers, acquisitions, or sales of the Proposer company in the last ten years?
- Has the Proposer or any of the Proposer’s employees, agents independent contractors, or subcontractors been convicted of, pled guilty to or pled *nolo contendere* to any felony?
- Does the Proposer state if there is any pending litigation against them?
- Does the Proposer state if there are any bankruptcy or insolvency proceedings?
- Does the Proposer state whether there are any current contractual relationships with the City of Murfreesboro or those completed within the previous five-year period?
- Does the Proposer list customer references for similar projects representing five of the larger accounts currently serviced by the vendor?

PROPOSER QUALIFICATIONS AND EXPERIENCE SCORE:

Category Score _____ x 2.5 = Total Category Score: _____
(1 to 10) (weighting factor)

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

CSP HEADING CRITERION: TECHNICAL APPROACH

General Points of Consideration

Does the Proposer provide a narrative, captioned “Understanding” that illustrates the vendor’s understanding of the City’s requirements set forth in this CSP to include Attachment 9.7?

Does the Understanding narrative reflect a thorough understanding of what the City of Murfreesboro is requesting?

Does the Proposer provide a narrative, captioned “Approach” that illustrates how they will complete the scope of services, accomplish required objectives and meet the City’s requirements set forth in this CSP to include Attachment 9.7?

Does the Approach narrative reflect a thorough understanding of what the City of Murfreesboro is requesting?

Does the Proposer provide a narrative, captioned “Management,” that illustrates how they will manage the project and ensure completion of the scope of services?

Does the Management narrative reflect a thorough understanding of what the City of Murfreesboro is requesting?

TECHNICAL APPROACH SCORE:

Category Score _____ x 2.0 = Total Category Score: _____
(1 to 10) (weighting factor)

CSP HEADING CRITERION: COST PROPOSAL

General Points of Consideration

Does the Proposer provide the cost for the services required as set forth in this CSP to include Attachment 9.7?

The Proposer stated in the Cost Proposal that the cost remains valid for at least one hundred eighty (180) days from the date of the opening of the Proposal?

Has the Proposer signed and dated the Proposal?

Does this proposal provide the lowest total cost from all proposals?

COST PROPOSAL SCORE:

Category Score _____ x 3.5 = Total Category Score: _____
(1 to 10) (weighting factor)

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.6

PROPOSAL SCORE SUMMARY MATRIX

CSP-2014 Communication Systems and Electronic Equipment Services

Jim Crumley, Assistant City Manager
CSP COORDINATOR

COMPILATION DATE

	[PROPOSER NAME]	[PROPOSER NAME]	[PROPOSER NAME]
GENERAL PROPOSER REQUIREMENTS (Maximum 10 Points)			
[EVALUATOR NUMBER]			
TOTAL:			
AVERAGE:			
PROPOSAL (Maximum 10 Points)			
[EVALUATOR NUMBER]			
TOTAL:			
AVERAGE:			

**CSP-2014 for Installation – Monitor - Maintenance – Repair
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	[PROPOSER NAME]	[PROPOSER NAME]	[PROPOSER NAME]
QUALIFICATIONS AND EXPERIENCE (Maximum 25 Points)			
[EVALUATOR NUMBER]			
TOTAL:			
AVERAGE:			
TECHNICAL APPROACH (Maximum 20 Points)			
[EVALUATOR NUMBER]			
TOTAL:			
AVERAGE:			
COST PROPOSAL (Maximum 35 Points)			
SCORE FOR COST:			
PROPOSAL SCORE (Maximum 100 Points)			
TOTAL SCORE:			

Note: Use as many sheets as necessary to summarize scores for all Proposers evaluated.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.7

SAMPLE

EVALUATION NOTICE

[CITY LETTERHEAD]

[DATE]

[NAME]

[COMPANY NAME]

[STREET ADDRESS]

[CITY, STATE ZIP]

Dear [NAME]

Thank you for your Proposal in response to CSP for Installation, Monitoring, Maintenance and Repair of Communication Systems and Electronic Equipment, number 2014. The City has completed its evaluation of Proposals in response to this Request for Competitive Sealed Proposals, and the subject procurement records are open for public inspection.

[NAME OF APPARENT BEST EVALUATED PROPOSER] is the apparent best evaluated Proposer that the City will consider for contract award. This notice is NOT an acceptance of any offer, and the City retains the right to reject any Proposal.

In accordance with the subject CSP and state law, this notice shall NOT create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. No vendor shall acquire any such right unless and until a contract is fully signed by all appropriate City officials.

We appreciate your interest in providing services to the City of Murfreesboro and hope that you will respond to future Requests for Proposals.

Sincerely,

[SIGNATURE OF CSP COORDINATOR]

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.8

FUNCTIONAL SPECIFICATIONS

CSP-2014 Communication Systems and Electronic Equipment Services

Requirements of the Vendor:

General Criteria

1.	Attach proof of Certification as an authorized Service Center for each of the brand names of Communication and Electronic Equipment listed below:
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	Equipment	Manufacturer	Yes	No	If Yes, # of Years
a.	Encrypted and Non-Encrypted Two-Way Radio Subscribers to include UHF, VHF and Air Bands	Vertex Standard			
b.	Encrypted and Non-Encrypted Two-Way Radio Subscribers to include UHF and VHF	Harris			
c.	Encrypted and Non-Encrypted Two-Way Radio Subscribers to include 700-800	Harris			
d.	Encrypted and Non-Encrypted Two-Way Radio Subscribers to include VHF Air Bands	Yaesu			
e.	Two-Way Radio Infrastructure Equipment to include UHF and VHF (Repeaters, Auxiliary Receiver Voters, multi-couple combiners, etc.)	Harris			
f.	Two-Way Radio Infrastructure Equipment to include 700-800 (Repeaters, Auxiliary Receiver Voters, multi-couple combiners, etc.)	Harris			
g.	Mobile Data Systems:				
	1. Getac Laptops	Getac			
	2. Panasonic Laptops	Panasonic			
	3. Rocket Modems	Utility			
	4. In-Car Ticket Printer	Zebra			
h.	In-Car Video Systems	Kustom Signals			
i.	In-Car Video Systems	Panasonic			
j.	In-Car Video Systems	Safety Vision			
k.	Motorcycle Video Systems	Panasonic			

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

General Criteria (Continued)

	Equipment	Manufacturer	Yes	No	If Yes, # of Years
l.	Emergency Lighting (Lightbars, Strobes, Low Profile, etc.)	Federal Signal			
m.	Emergency Lighting (Lightbars, Strobes, Low Profile, etc.)	Whelen			
n.	Sirens and Speakers	Federal Signal			
o.	Sirens and Speakers	Whelen			
p.	ALPR System	3M (PIPS)			
q.	Telephone Systems	Comdial			
r.	Dispatch Console Systems with:				
	1. Verizon Wireless Interface				
	2. Cross Patching				
	3. Auxiliary Input / Output Interface				
s.	Fire Station Alerting Systems				
t.	Public Address Systems				

2.	Attach a letter of intent regarding your willingness to become an authorized Service Center for other brands of equipment purchased in the future regarding Category 2 and Category 3.	Yes	No

3.	Attach proof of a minimum of two million (\$2,000,000.00) liability insurance regarding Category 1, Category 2 and Category 3.	Yes	No

4.	Attach completed Proposer Information (Attachment 9.12) regarding Category 1, Category 2 and Category 3.	Yes	No

5.	Will assist the City with any and all FCC license applications and renewals regarding Category 3.	Yes	No

6.	Attach proof of number of employees that have, at a minimum, a Certified Electronic Technician (CET) – Associate Level certification to qualify for Category 2 and Category 3 .	Yes	No

7.	Attach a letter of intent regarding your willingness to have more than one (1) employee that meets the CET requirement in #6 above. The City requires the selected Vendor to have more than one (1) employee to be able to respond and perform the monitor, maintenance and repair functions for Category 3 .	Yes	No

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

General Criteria (Continued)

Billing

8.	Proposer understands to Present Invoices for payment within thirty (30) days after an authorized service has been completed, received and/or accepted.	Yes	No
9.	Proposer understands that due to the closing of the City’s Fiscal Year, no Invoices will be <u>accepted</u> after July 15 of each year for services provided through June 30 of each period.	Yes	No
10.	Proposer understands that the Contractor shall ensure a written request (work order, purchase order, etc.) is completed in the manner as required by the respective City Departments as an authorization for work to be performed before commencing any services.	Yes	No
11.	Proposer understands that the Contractor shall present a monthly Billing Statement to each of the respective City Departments in which services have been performed by the fifteenth (15 th) of each month for the previous month.	Yes	No
12.	Proposer understands that the Standard Hourly Labor Rate per this CSP shall be from 6:00 a.m. to 6:00 p.m., Monday through Friday, except on ALL Holidays observed by the City of Murfreesboro (ONLY).	Yes	No
13.	Proposer understands that the Premium Hourly Labor Rate per this CSP shall be from 6:00 p.m. to 6:00 a.m., Monday through Friday, as well as on ALL Holidays observed by the City of Murfreesboro (ONLY) and Weekends (Saturday and Sunday).	Yes	No
14.	Proposer understands that the Holidays as defined per this CSP are ONLY the Holidays observed by the City of Murfreesboro. These Holidays, as they are shown on the calendar for any of the years that fall within the scope of this contract period(s), are as follows: New Years Day; Martin Luther King Day; Presidents’ Day; Memorial Day; Independence Day (July 4th); Labor Day; Veterans Day; Thanksgiving Day (Thursday); Day After Thanksgiving Day (Friday); Christmas Eve; and Christmas Day.	Yes	No
15.	Proposer understands that the Holidays (as defined per this CSP) that occur during the week (Monday through Friday) shall start at 6:00 a.m. and run through 6:00 p.m. on that day.	Yes	No
16.	Proposer understands that the Weekends shall start at 6:00 p.m. on Friday and run through 6:00 a.m. on the following Monday.	Yes	No
17.	Proposer understands that if Vendor voluntarily chooses to work on weekends or holidays and/or chooses to work outside of the normal hours of 6:00 a.m. to 6:00 p.m., the City will not be charged overtime rates or charges (Premium Hourly Labor Rates).	Yes	No

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.9

CATEGORY # 1 REQUIREMENTS

CSP-2014 Communication Systems and Electronic Equipment Services

Category 1 Install equipment **only** on all newly manufactured City Public Safety motor vehicles, with exception of Police Motorcycles, as outlined in Attachment 9.9.

Installation Requirements

		Yes	No
1.	Respond to site designated by the City and begin installation on Public Safety Vehicles (with the exception of Police Motorcycles) within three (3) weeks after notification of required installation services to be performed on a designated number and type of vehicles.		
2.	Install any Communication, Electronic and any other Specified Equipment utilized in designated Public Safety vehicles (with the exception of Police Motorcycles) and at a site designated by the City.		
3.	Work with the City on locating any and all equipment in appropriate and specified areas in designated Public Safety vehicles (with the exception of Police Motorcycles) and at a site designated by the City.		
4.	Ability to Install Software, at a site designated by the City, corresponding to any Lightbar, Siren Controller, Mobile Video and any other device designated by the City to be used in Public Safety Vehicles (with the exception of Police Motorcycles) requiring such software for operation, programming and/or troubleshooting.		
5.	All Vehicle Installations shall be performed by:		
	a. Using cable wiring ties to keep wiring together.		
	b. Using wire looms to keep wiring neat and functional.		
	c. Cutting wire to proper lengths for performance and neatness.		
	d. Run continuous wiring without splicing from beginning to end.		
	e. Wiring shall be fused at the source.		
	f. Following manufacturing requirements for all equipment, install in the safest and most practical way meeting manufacturer and industry standards.		
6.	Vendor to provide all labor, cable wire ties, wire looms, splicing connectors, fuses, additional wiring and any other supplies needed to complete the installation.		

Standard Hourly Labor Rate for <u>Category 1 Installations</u>	\$
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Premium Hourly Labor Rate for <u>Category 1 Installations</u>	\$
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**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Category 1 - Installation Packages

POLICE

Install Package #1-1: This installation package includes a Police Pursuit Vehicle (PPV) **Patrol** Sedan fully equipped **with** a Lightbar System.

1.	Lightbar	8.	Mobile Radio (Dash or Split Mnt.)	14.	Fire Extinguisher Mount
2.	Smart Siren Controller	9.	Two-Way Antenna	15.	(3) Sets LED Corners
3.	Siren Speaker & Bracket	10.	Flashlight with Charger	16.	(2) Vipers – Rear Deck
4.	Rumbler Siren System	11.	In-Car Mobile Video System with	17.	(2) Impaxx 6 (Lic Plate)
5.	PA Microphone & Ext. Kit	a.	Rear Camera	18.	(4) Impaxx 6 (PB)
6.	Push Bumper (PB)	12.	Mobile Computer System with	19.	Mount for Push Bumper
7.	Prisoner Screen Insert with:	a.	Rocket Modem	20.	(2) Lights in Side Vents
	a. Door Guards	b.	DC Adapter		
	b. Dual Gun Lock	c.	Printer		
	c. Computer Mount	d.	Omni-Directional Microphone		
	d. 28" Floor Plate	e.	Charge Guard		
	e. Dual Cup Holder	13.	Radar System – Dash Mount with		
	f. Arm Rest	a.	Front and/or Rear Antennas		

Cost of Installation Per Vehicle – Package #1-1 \$

Cost of Installation Per Vehicle – Package #1-1 (without 7 & 11 above) \$

Vehicles to be completed in one (1) week	#	Hours to complete one (1) Vehicle	Hrs.
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POLICE

Install Package #1-2: This installation package includes a Police Pursuit Vehicle (PPV) **Patrol** Sedan fully equipped **without** a Lightbar System.

1.	Smart Siren Controller	9.	Mobile Radio (Dash or Split Mnt.)	16.	(2) Vipers – Front Top
2.	Siren Speaker & Bracket	10.	Two-Way Antenna	17.	(2) Vipers – Front Dash
3.	Rumbler Siren & Brackets	11.	In-Car Mobile Video System with	18.	(2) Vipers – Rear Deck
4.	PA Microphone & Ext. Kit	a.	Rear Camera	19.	(2) Vipers – Rear Top
5.	Push Bumper (PB)	12.	Mobile Computer System with	20.	(2) Impaxx 6 (Lic Plate)
6.	Prisoner Screen Insert with:	a.	Rocket Modem	21.	(3) Sets LED Corners
	a. Door Guards	b.	DC Adapter	22.	(2) Impaxx 6 (Grill)
	b. Dual Gun Lock	c.	Printer	23.	(2) Lights in Side Vents
	c. Computer Mount	d.	Omni-Directional Microphone		
	d. 28" Floor Plate	e.	Charge Guard		
	e. Dual Cup Holder	13.	Radar System – Dash Mount with		
	f. Arm Rest	a.	Front and/or Rear Antennas		
7.	Flashlight with Charger	14.	(4) Impaxx 6 (PB)		
8.	Fire Extinguisher Mount	15.	Mount for Push Bumper		

Cost of Installation Per Vehicle – Package #1-2 \$

Cost of Installation Per Vehicle – Package #1-2 (without 6 & 11 above) \$

Vehicles to be completed in one (1) week	#	Hours to complete one (1) Vehicle	Hrs.
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**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Category 1 - Installation Packages - Continued

POLICE

Install Package #1-3: This installation package includes a Police Pursuit Vehicle (PPV) **K-9** Sedan fully equipped **with** a Lightbar System.

1.	Lightbar	8.	Mobile Radio (Dash or Split Mnt.)	14.	Fire Extinguisher Mount
2.	Smart Siren Controller	9.	Two-Way Antenna	15.	(3) Sets LED Corners
3.	Siren Speaker & Bracket	10.	Flashlight with Charger	16.	(2) Vipers – Rear Deck
4.	Rumbler Siren System	11.	In-Car Mobile Video System with	17.	(2) Impaxx 6 (Lic Plate)
5.	PA Microphone & Ext. Kit	a.	Rear Camera	18.	(4) Impaxx 6 (PB)
6.	Push Bumper (PB)	12.	Mobile Computer System with	19.	Mount for Push Bumper
7.	K-9 Insert with:	a.	Rocket Modem	20.	(2) Lights in Side Vents
	a. Cool Guard System	b.	DC Adapter		
	b. RESCUE Door Opener	c.	Printer		
	c. Rubber Mat	d.	Omni-Directional Microphone		
	d. Narcotics Safe	e.	Charge Guard		
	e. Safety Switch in Park	13.	Radar System – Dash Mount with		
	f. Spill Proof Water Bowl	a.	Front and/or Rear Antennas		

Cost of Installation Per Vehicle – Package #1-3 \$

Vehicles to be completed in one (1) week	#	Hours to complete one (1) Vehicle	Hrs.
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POLICE

Install Package #1-4: This installation package includes a Police Pursuit Vehicle (PPV) **K-9** Sedan fully equipped **without** a Lightbar System.

1.	Smart Siren Controller	9.	Mobile Radio (Dash or Split Mnt.)	16.	(2) Vipers – Front Top
2.	Siren Speaker & Bracket	10.	Two-Way Antenna	17.	(2) Vipers – Front Dash
3.	Rumbler Siren & Brackets	11.	In-Car Mobile Video System with	18.	(2) Vipers – Rear Deck
4.	PA Microphone & Ext. Kit	a.	Rear Camera	19.	(2) Vipers – Rear Top
5.	Push Bumper (PB)	12.	Mobile Computer System with	20.	(2) Impaxx 6 (Lic Plate)
6.	K-9 Insert with:	a.	Rocket Modem	21.	(3) Sets LED Corners
	a. Cool Guard System	b.	DC Adapter	22.	(2) Impaxx 6 (Grill)
	b. RESCUE Door Opener	c.	Printer	23.	(2) Lights in Side Vents
	c. Rubber Mat	d.	Omni-Directional Microphone		
	d. Narcotics Safe	e.	Charge Guard		
	e. Safety Switch in Park	13.	Radar System – Dash Mount with		
	f. Spill Proof Water Bowl	a.	Front and/or Rear Antennas		
7.	Flashlight with Charger	14.	(4) Impaxx 6 (PB)		
8.	Fire Extinguisher Mount	15.	Mount for Push Bumper		

Cost of Installation Per Vehicle – Package #1-4 \$

Vehicles to be completed in one (1) week	#	Hours to complete one (1) Vehicle	Hrs.
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**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Category 1 - Installation Packages - Continued

POLICE

Install Package #1-5: This installation package includes a Police Pursuit Vehicle (PPV) **Patrol** SUV fully equipped **with** a Lightbar System.

1.	Lightbar	8.	Mobile Radio (Dash or Split Mnt.)	14.	Fire Extinguisher Mount
2.	Smart Siren Controller	9.	Two-Way Antenna	15.	(3) Sets LED Corners
3.	Siren Speaker & Bracket	10.	Flashlight with Charger	16.	(4) Vipers (Side Win.)
4.	Rumbler Siren System	11.	In-Car Mobile Video System with	17.	(2) Impaxx 6 (Lic Plate)
5.	PA Microphone & Ext. Kit	a.	Rear Camera	18.	(4) Impaxx 6 (PB)
6.	Push Bumper (PB)	12.	Mobile Computer System with	19.	Mount for Push Bumper
7.	Prisoner Screen Insert with:	a.	Rocket Modem	20.	(2) Vipers (Front Dash)
	a. Door Guards	b.	DC Adapter	21.	(2) Lights (Rear Hatch)
	b. Dual Gun Lock	c.	Printer	22.	(4) Lights (Fog Lights)
	c. Computer Mount	d.	Omni-Directional Microphone		
	d. 28" Floor Plate	e.	Charge Guard		
	e. Dual Cup Holder	13.	Radar System – Dash Mount with		
	f. Arm Rest	a.	Front and/or Rear Antennas		
Cost of Installation Per Vehicle – Package #1-5					\$
Cost of Installation Per Vehicle – Package #1-5 (without 7 & 11 above)					\$
Vehicles to be completed in one (1) week		#	Hours to complete one (1) Vehicle		Hrs.

POLICE

Install Package #1-6: This installation package includes a Police Pursuit Vehicle (PPV) **Patrol** SUV fully equipped **without** a Lightbar System.

1.	Smart Siren Controller	9.	Mobile Radio (Dash or Split Mnt.)	16.	(2) Vipers (Front Top)
2.	Siren Speaker & Bracket	10.	Two-Way Antenna	17.	(2) Vipers (Front Dash)
3.	Rumbler Siren & Brackets	11.	In-Car Mobile Video System with	18.	(4) Vipers (Side Win.)
4.	PA Microphone & Ext. Kit	a.	Rear Camera	19.	(2) Impaxx 6 (Lic Plate)
5.	Push Bumper (PB)	12.	Mobile Computer System with	20.	(3) Sets LED Corners
6.	Prisoner Screen Insert with:	a.	Rocket Modem	21.	(4) Impaxx 6 (Grill)
	a. Door Guards	b.	DC Adapter	22.	(2) Impaxx 6 (Spoiler)
	b. Dual Gun Lock	c.	Printer	23.	(2) Lights (Rear Hatch)
	c. Computer Mount	d.	Omni-Directional Microphone	24.	(4) Lights (Fog Lights)
	d. 28" Floor Plate	e.	Charge Guard	25.	Signal Master (Rear)
	e. Dual Cup Holder	13.	Radar System – Dash Mount with		
	f. Arm Rest	a.	Front and/or Rear Antennas		
7.	Flashlight with Charger	14.	(4) Impaxx 6 (PB)		
8.	Fire Extinguisher Mount	15.	Mount for Push Bumper		
Cost of Installation Per Vehicle – Package #1-6					\$
Cost of Installation Per Vehicle – Package #1-6 (without 6 & 11 above)					\$
Vehicles to be completed in one (1) week		#	Hours to complete one (1) Vehicle		Hrs.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Category 1 - Installation Packages - Continued

POLICE					
Install Package #1-7:		This installation package includes a Police Pursuit Vehicle (PPV) K-9 SUV fully equipped with a Lightbar System.			
1.	Lightbar	8.	Mobile Radio (Dash or Split Mnt.)	14.	Fire Extinguisher Mount
2.	Smart Siren Controller	9.	Two-Way Antenna	15.	(3) Sets LED Corners
3.	Siren Speaker & Bracket	10.	Flashlight with Charger	16.	(4) Vipers (Side Win.)
4.	Rumbler Siren System	11.	In-Car Mobile Video System with	17.	(2) Impaxx 6 (Lic Plate)
5.	PA Microphone & Ext. Kit	a.	Rear Camera	18.	(4) Impaxx 6 (PB)
6.	Push Bumper (PB)	12.	Mobile Computer System with	19.	Mount for Push Bumper
7.	K-9 Insert with:	a.	Rocket Modem	20.	(2) Vipers (Front Dash)
	a. Cool Guard System	b.	DC Adapter	21.	(2) Lights (Rear Hatch)
	b. RESCUE Door Opener	c.	Printer	22.	(4) Lights (Fog Lights)
	c. Rubber Mat	d.	Omni-Directional Microphone		
	d. Narcotics Safe	e.	Charge Guard		
	e. Safety Switch in Park	13.	Radar System – Dash Mount with		
	f. Spill Proof Water Bowl	a.	Front and/or Rear Antennas		
Cost of Installation Per Vehicle – Package #1-7					\$
Vehicles to be completed in one (1) week		#	Hours to complete one (1) Vehicle		Hrs.

POLICE					
Install Package #1-8:		This installation package includes a Police Pursuit Vehicle (PPV) K-9 SUV fully equipped without a Lightbar System.			
1.	Smart Siren Controller	9.	Mobile Radio (Dash or Split Mnt.)	16.	(2) Vipers (Front Top)
2.	Siren Speaker & Bracket	10.	Two-Way Antenna	17.	(2) Vipers (Front Dash)
3.	Rumbler Siren & Brackets	11.	In-Car Mobile Video System with	18.	(4) Vipers (Side Win.)
4.	PA Microphone & Ext. Kit	a.	Rear Camera	19.	(2) Impaxx 6 (Lic Plate)
5.	Push Bumper (PB)	12.	Mobile Computer System with	20.	(3) Sets LED Corners
6.	K-9 Insert with:	a.	Rocket Modem	21.	(4) Impaxx 6 (Grill)
	a. Cool Guard System	b.	DC Adapter	22.	(2) Impaxx 6 (Spoiler)
	b. RESCUE Door Opener	c.	Printer	23.	(2) Lights (Rear Hatch)
	c. Rubber Mat	d.	Omni-Directional Microphone	24.	(4) Lights (Fog Lights)
	d. Narcotics Safe	e.	Charge Guard	25.	Signal Master (Rear)
	e. Safety Switch in Park	13.	Radar System – Dash Mount with		
	f. Spill Proof Water Bowl	a.	Front and/or Rear Antennas		
7.	Flashlight with Charger	14.	(4) Impaxx 6 (PB)		
8.	Fire Extinguisher Mount	15.	Mount for Push Bumper		
Cost of Installation Per Vehicle – Package #1-8					\$
Vehicles to be completed in one (1) week		#	Hours to complete one (1) Vehicle		Hrs.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Category 1 - Installation Packages - Continued

POLICE					
Install Package #1-9:		This installation package includes a Heavy Duty Commercial Utility Prisoner Transport Van fully equipped with a Lightbar System.			
1.	Lightbar	9.	Mobile Radio (Dash or Split Mnt.)	14.	(3) Sets LED Corners
2.	Smart Siren Controller	10.	Two-Way Antenna	15.	(2) Lights (Front Sides)
3.	Siren Speaker & Bracket	11.	Rear Camera Monitoring System	16.	(4) Lights (Rear Sides)
4.	Rumbler Siren System	12.	In-Car Mobile Video System with	17.	(2) Lights (Rear Doors)
5.	PA Microphone & Ext. Kit	a.	Rear Camera	18.	(2) Impaxx 6 (Lic Plate)
6.	Flashlight with Charger	13.	Mobile Computer System with	19.	(2) Vipers (Front Dash)
7.	Prisoner Trans. Insert with:	a.	Rocket Modem	20.	(2) Scene Lights (Rear)
	a. Rear AC Adaptable	b.	DC Adapter		
	b. Rear Loading or	c.	Printer		
	c. Rear & Side Loading	d.	Omni-Directional Microphone		
8.	Fire Extinguisher Mount	e.	Charge Guard		
Cost of Installation Per Vehicle – Package #1-9 \$					
Vehicles to be completed in one (1) week		#	Hours to complete one (1) Vehicle		Hrs.

POLICE					
Install Package #1-10:		This installation package includes a Police Pursuit Vehicle (PPV) or Regular Sedan fully equipped.			
1.	Smart Siren Controller	9.	(2) Vipers (Rear Top)		
2.	Siren Speaker & Bracket	10.	(2) Vipers (Rear Deck)		
3.	PA Microphone & Ext. Kit	11.	(3) Sets LED Corners		
4.	Flashlight with Charger	12.	(2) Impaxx 6 (Grill)		
5.	Fire Extinguisher Mount	13.	Mobile Radio (Dash or Split Mnt.)		
6.	(2) Vipers (Front Top)	14.	Two-Way Antenna		
7.	(2) Vipers (Front Dash)				
8.	(4) Vipers (Side Win.)				
Cost of Installation Per Vehicle – Package #1-10 \$					
Vehicles to be completed in one (1) week		#	Hours to complete one (1) Vehicle		Hrs.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Category 1 - Installation Packages - Continued

POLICE				
Install Package #1-11:		This installation package includes a Regular Pickup (all sizes) fully equipped.		
1.	Smart Siren Controller	9.	(2) Vipers (Rear Window Top)	
2.	Siren Speaker & Bracket	10.	(2) Vipers (Rear Window Bottom)	
3.	PA Microphone & Ext. Kit	11.	(3) Sets LED Corners	
4.	Flashlight with Charger	12.	(4) Impaxx 6 (Grill)	
5.	Fire Extinguisher Mount	13.	Mobile Radio (Dash or Split Mnt.)	
6.	(2) Vipers (Front Top)	14.	Two-Way Antenna	
7.	(2) Vipers (Front Dash)			
8.	(4) Vipers (Side Win.)			
Cost of Installation Per Vehicle – Package #1-11				\$
Vehicles to be completed in one (1) week		#	Hours to complete one (1) Vehicle	Hrs.

POLICE				
Install Package #1-12:		This installation package includes a Police Pursuit Vehicle (PPV) or Regular SUV fully equipped.		
1.	Smart Siren Controller	9.	(2) Impaxx 6 (Lic Plate)	
2.	Siren Speaker & Bracket	10.	(3) Sets LED Corners	
3.	PA Microphone & Ext. Kit	11.	(4) Impaxx 6 (Grill)	
4.	Flashlight with Charger	12.	(2) Impaxx 6 (Spoiler)	
5.	Fire Extinguisher Mount	13.	(2) Lights (Rear Hatch)	
6.	(2) Vipers (Front Top)	14.	(4) Lights (Fog Lights)	
7.	(2) Vipers (Front Dash)	15.	Signal Master (Rear)	
8.	(4) Vipers (Side Win.)	16.	Mobile Radio (Dash or Split Mnt.)	
		17.	Two-Way Antenna	
Cost of Installation Per Vehicle – Package #1-12				\$
Vehicles to be completed in one (1) week		#	Hours to complete one (1) Vehicle	Hrs.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Category 1 - Installation Packages - Continued

POLICE				
Install Package #1-13:		This installation package includes a Regular Passenger Van (all sizes) fully equipped.		
1.	Smart Siren Controller	9.	(2) Vipers (Rear Doors Top)	
2.	Siren Speaker & Bracket	10.	(2) Vipers (Rear Doors Bottom)	
3.	PA Microphone & Ext. Kit	11.	(3) Sets LED Corners	
4.	Flashlight with Charger	12.	(4) Impaxx 6 (Grill)	
5.	Fire Extinguisher Mount	13.	Mobile Radio (Dash or Split Mnt.)	
6.	(2) Vipers (Front Top)	14.	Two-Way Antenna	
7.	(2) Vipers (Front Dash)			
8.	(4) Vipers (Side Win.)			
Cost of Installation Per Vehicle – Package #1-13				\$
Vehicles to be completed in one (1) week		#	Hours to complete one (1) Vehicle	Hrs.

POLICE				
Install Package #1-14:		This installation package includes a HD Commercial Utility Van fully equipped.		
1.	Smart Siren Controller	9.	(3) Sets LED Corners	
2.	Siren Speaker & Bracket	10.	(2) Lights (Front Sides)	
3.	PA Microphone & Ext. Kit	11.	(4) Lights (Rear Sides)	
4.	Flashlight with Charger	12.	(2) Lights (Rear Doors)	
5.	Fire Extinguisher Mount	13.	(2) Impaxx 6 (Lic Plate)	
6.	(2) Vipers (Front Top)	14.	Mobile Radio (Dash or Split Mnt.)	
7.	(2) Vipers (Front Dash)	15.	Two-Way Antenna	
8.	(4) Lights (Side)			
Cost of Installation Per Vehicle – Package #1-14				\$
Vehicles to be completed in one (1) week		#	Hours to complete one (1) Vehicle	Hrs.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Category 1 - Installation Packages - Continued

FIRE					
Install Package #1-15:		This installation package includes an Administrative Sedan, Pickup, SUV and Van fully equipped.			
1.	Lightbar	11.	(2) Vipers (Rear Top)		
2.	Smart Siren Controller	12.	(2) Vipers (Rear Deck)		
3.	Siren Speaker & Bracket	13.	(3) Sets LED Corners		
4.	PA Microphone & Ext. Kit	14.	(2) Impaxx 6 (Grill)		
5.	Flashlight with Charger	15.	Mobile Radio (Dash or Split Mnt.)		
6.	Fire Extinguisher Mount	16.	Two-Way Antenna		
7.	(2) Vipers (Front Top)				
8.	(2) Vipers (Front Dash)				
9.	(4) Vipers (Side Win.)				
10.	Rumbler Siren & Brackets				
Cost of Installation Per Vehicle – Package #1-15					\$
Vehicles to be completed in one (1) week		#	Hours to complete one (1) Vehicle		Hrs.

FIRE					
Install Package #1-16:		This installation package includes an Administrative Sedan, Pickup, SUV and Van fully equipped.			
1.	Lightbar	11.	(2) Vipers (Rear Top)		
2.	Smart Siren Controller	12.	(2) Vipers (Rear Deck)		
3.	Siren Speaker & Bracket	13.	(3) Sets LED Corners		
4.	PA Microphone & Ext. Kit	14.	(2) Impaxx 6 (Grill)		
5.	Flashlight with Charger	15.	Mobile Radio (Dash or Split Mnt.)		
6.	Fire Extinguisher Mount	16.	Two-Way Antenna		
7.	(2) Vipers (Front Top)		Mobile Computer System with		
8.	(2) Vipers (Front Dash)		a. Rocket Modem		
9.	(4) Vipers (Side Win.)		b. DC Adapter		
10.	Rumbler Siren & Brackets				
Cost of Installation Per Vehicle – Package #1-16					\$
Vehicles to be completed in one (1) week		#	Hours to complete one (1) Vehicle		Hrs.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.10

CATEGORY # 2 REQUIREMENTS

CSP-2014 Communication Systems and Electronic Equipment Services

Category 2

Install equipment on **all other** City vehicles, to include Police Motorcycles, as outlined in Attachment 9.10 **and** perform all monitoring, maintenance and repair of voice and data communication systems (excluding current telephone systems) and any specified electronic equipment to include City Public Safety vehicles and Police Motorcycles.

Installation Requirements

1.	Respond and begin installation on City vehicles (not included in Category 1) within three (3) weeks after notification of required installation services to be performed on a designated number and type of vehicles.	Yes	No
2.	Install any Communication, Electronic and any other Specified Equipment utilized in designated City vehicles (not included in Category 1) and at a site designated by the City.		
3.	Work with the City on locating any and all equipment in appropriate and specified areas in designated City vehicles (not included in Category 1) and at a site designated by the City.		
4.	Ability to Install Software corresponding to any Lightbar, Siren Controller, Mobile Video and any other device designated by the City to be used in City vehicles (not included in Category 1) requiring such software for operation, programming and/or troubleshooting. The software installation will be performed at a site designated by the City.		
5.	All Vehicle Installations shall be performed by:		
	a. Using cable wiring ties to keep wiring together.		
	b. Using wire looms to keep wiring neat and functional.		
	c. Cutting wire to proper lengths for performance and neatness.		
	d. Run continuous wiring without splicing from beginning to end.		
	e. Wiring shall be fused at the source.		
	f. Following manufacturing requirements for all equipment, install in the safest and most practical way meeting manufacturer and industry standards.		

Standard Hourly Labor Rate for <u>Category 2 Installations</u>	\$
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Premium Hourly Labor Rate for <u>Category 2 Installations</u>	\$
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**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Category 2 - Installation Packages

POLICE

Install Package #2-1:	This installation package includes Harley Davidson FLHTP Police Motorcycles fully equipped.
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1.	Siren Controller	10.	Mobile Radio (Split Mount)		
2.	Siren Speaker & Bracket	11.	Two-Way Antenna		
3.	Bracket for Windshield	12.	Setcom PTT Button		
4.	(4) Impaxx 6 (Windshield)	13.	Setcom Headset Interface		
5.	(2) Map Lights (Front & Box)	14.	Radars System – Split Mount with		
6.	(2) Lights (Crashbar)	a.	Front and Rear Antennas		
7.	(4) Lights (Saddle Bags)	b.	Radars Thumb Control		
8.	(6) Lights (Box & F Fender)	c.	Squelch Speaker		
9.	(2) Lights (Radio Box)	15.	Battery Charger w/ Plug on Box		
		16.	Aux Port on Left Side of Box		
		17.	3-Outlet Aux Port in Radio Box		

Cost of Installation Per Vehicle – Package #2-1 \$

Vehicles to be completed in one (1) week	#	Hours to complete one (1) Vehicle	Hrs.
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SOLID WASTE

Install Package #2-2:	This installation package consists of solid waste collection vehicles to include, but not limited to, garbage trucks, boom trucks, loaders and passenger vehicles.
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1.	Mobile Radio (Dash or Split Mnt)				
2.	Two-Way Antenna				
3.	GPS System				

Cost of Installation Per Vehicle – Package #2-2 \$

Cost of Installation Per Vehicle – Package #2-2 (without 3 above) \$

Cost of Installation Per Vehicle – Package #2-2 (without 1 & 2 above) \$

Vehicles to be completed in one (1) week	#	Hours to complete one (1) Vehicle	Hrs.
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**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Category 2 - Monitoring Requirements

1.	All Two-Way Voice Communications traffic for potential problems to pinpoint any possible issues with a specific Two-Way device.	Yes		No

Standard Hourly Labor Rate, if any, for <u>Category 2 Monitoring</u>	\$
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Premium Hourly Labor Rate, if any, for <u>Category 2 Monitoring</u>	\$
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Category 2 - Maintenance Requirements
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1.	Have, at a minimum, testing equipment available to provide service for:	Yes		No
	a. All Antennas			
	b. All Two-Way Radio subscriber units			
	c. Frequency Counters measuring up to 40 GHz			
	d. Computers and Software for programming various types of equipment			
	e. Communication Service Monitor			
	f. Telephone Tone Test Generator and Level Meter			

2.	Program and Reprogram encrypted Two-Way Radio subscriber units.	Yes		No

3.	Program and Reprogram Lightbars and any other programmable lighting equipment.	Yes		No

4.	Program and Reprogram ANI / ENI into the Two-Way Radio subscriber units.	Yes		No

Standard Hourly Labor Rate for <u>Category 2 Maintenance</u>	\$
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Premium Hourly Labor Rate for <u>Category 2 Maintenance</u>	\$
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**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Category 2 - Repair Requirements

1.	Address problems regarding vehicle equipment failure within twenty-four (24) hours after notification during normal business hours.	Yes		No
		<input type="checkbox"/>		<input type="checkbox"/>

2.	Address problems regarding vehicle equipment failure within seventy-two (72) hours after notification after hours, on weekends and Holidays.	Yes		No
		<input type="checkbox"/>		<input type="checkbox"/>

Standard Hourly Labor Rate for <u>Category 2 Repairs</u>	\$
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Premium Hourly Labor Rate for <u>Category 2 Repairs</u>	\$
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Title: _____

Signature: _____

Date: _____

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**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.11

CATEGORY # 3 REQUIREMENTS

CSP-2014 Communication Systems and Electronic Equipment Services

Category 3 Install, Monitor, Maintain and Repair all infrastructure equipment (**excluding all Motorola infrastructure equipment**) as outlined in Attachment 9.11.

Site Descriptions

#	ASR #	Site Description
1.		Repeater Tower Site – has a 184.4 feet self-supporting City owned tower currently with UHF and VHF repeaters, antennas and cabling; a building that houses the infrastructure equipment including transmitter combining and receiver multi-coupling equipment along with all corresponding termination points; and a 60kW Generator.
2.		Repeater Tower Site – has a 280 feet guyed tower not owned by the City with 800 MHz (data) and UHF and VHF Auxiliary Receiver (voice) equipment, antennas and cabling; a building that houses the infrastructure equipment along with all corresponding termination points.
3.		Auxiliary Receiver Site – houses Communications Center for Police and Fire; UHF Auxiliary Receiver equipment; 800 MHz equipment; VHF Station Alerting Equipment; antennas and cabling; all corresponding termination points; and a 200kW Generator.
4.		Auxiliary Receiver Site – housed on a fluted column water tank not owned by the City, UHF Receiver Voting equipment; antennas and cabling; all corresponding termination points.
5.		Auxiliary Receiver Site – housed in a building not owned by the City, VHF Receiver Voting equipment; antennas and cabling; all corresponding termination points.
6.		Auxiliary Receiver Site – housed in a building not owned by the City, UHF and VHF Receiver Voting equipment; antennas and cabling; all corresponding termination points.
7.	1229983	Repeater Tower Site – has a 140.0 feet self-supporting tower not owned by the City currently with a UHF repeater, antennas and cabling; an under-ground room that houses the infrastructure equipment including all corresponding termination points.
8.		All Fire Station Sites (10 currently).
9.		Any other Sites as designated by the City.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Category 3 - Installation Requirements

1.	Install any Communication Infrastructure Equipment (repeaters, voter receivers, antennas, etc.) for Two-Way, Mobile Data, Telephone, Video, etc. at sites to include, but not limited to, City Buildings, Tower Sites, Communications Center(s), Emergency Operations Center(s) and any other site designated by the City.	Yes	No
2.	Work with the City on locating any and all equipment in appropriate and specified areas at designated sites to include, but not limited to, City Buildings, Tower Sites, Communications Center(s), Emergency Operations Center(s) and any other site designated by the City.	Yes	No
3.	Ability to Install Software corresponding to any Infrastructure Equipment designated by the City at sites to include, but not limited to, City Buildings, Tower Sites, Communications Center(s), Emergency Operations Center(s) and any other site designated by the City.	Yes	No

Standard Hourly Labor Rate for Category 3 Installations \$

Premium Hourly Labor Rate for Category 3 Installations \$

Category 3 - Monitoring Requirements

1.	Monitor all Communication Infrastructure equipment at the different designated sites for potential problems. This function shall be conducted at each site no less than once per month for the main repeater and the auxiliary site(s) and once per quarter for all of the Fire Station sites.	Yes	No
2.	Submit, as part of the monthly billing statement, a completed Category 3 - Monitoring Status Report (forms supplied by the City) to designated City personnel for each designated site by the 15 th of each month for the previous month's / quarter's inspections.	Yes	No

Standard Hourly Labor Rate, if any, for Category 3 Monitoring \$

Premium Hourly Labor Rate, if any, for Category 3 Monitoring \$

Category 3 - Maintenance Requirements

1.	Have, at a minimum, testing equipment available to provide service for:	Yes	No
	a. All Antennas		
	b. All Two-Way Radio subscriber units		
	c. Frequency Counters measuring up to 40 GHz		
	d. Computers and Software for programming various types of equipment		

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

	e.	Communication Service Monitor		
	f.	Telephone Tone Test Generator and Level Meter		

2.	Auxiliary Receiver Voter sites and related equipment	Yes	No

3.	Phone Lines (BellSouth).	Yes	No

Standard Hourly Labor Rate for <u>Category 3 Maintenance</u>		\$
---	--	-----------

Premium Hourly Labor Rate for <u>Category 3 Maintenance</u>		\$
--	--	-----------

Category 3 - Repair Requirements		
---	--	--

1.	Respond and begin repair within two (2) hours after notification for problems deemed mission critical by authorized City personnel. Mission Critical is defined as a problem that reduces the capacity to communicate to a level that is unacceptable for safe operations of the employees affected.	Yes	No

Standard Hourly Labor Rate for <u>Category 3 Repairs - #1 above</u>		\$
--	--	-----------

Premium Hourly Labor Rate for <u>Category 3 Repairs - #1 above</u>		\$
---	--	-----------

2.	Respond and begin repair within four (4) hours after notification for all other problems regarding Communications center(s) equipment during normal business hours.	Yes	No

Standard Hourly Labor Rate for <u>Category 3 Repairs - #2 above</u>		\$
--	--	-----------

Premium Hourly Labor Rate for <u>Category 3 Repairs - #2 above</u>		\$
---	--	-----------

Print Name: _____

Title: _____

Signature: _____

Date: _____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.12

PROPOSER INFORMATION

CSP-2014 Communication Systems and Electronic Equipment Services

Vendor Business Name: _____		
Address: _____		
City: _____	State: _____	Zip: _____ - _____

Primary Contact Person: _____		
Title: _____		
Address: _____		
City: _____	State: _____	Zip: _____ - _____
Phone #: () _____	Cell #: () _____	Fax #: () _____
E-Mail Address: _____		

Secondary Contact Person: _____		
Title: _____		
Address: _____		
City: _____	State: _____	Zip: _____ - _____
Phone #: () _____	Cell #: () _____	Fax #: () _____
E-Mail Address: _____		

3. If incorporated, give the state and date of incorporation:

State _____ Date _____ Not Applicable _____

4. State the name, address, and ownership interest (%) of the principal owners of the Proposer:

<u>Name</u>	<u>Address</u>	<u>Ownership Interest %</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.12 (continued)

5A. How many years has the Proposer been engaged in the business of providing communication and electronic equipment installation services?

Years _____

5B. How many years has the Proposer been engaged in the business of providing communication and electronic equipment monitoring services?

Years _____

5C. How many years has the Proposer been engaged in the business of providing communication and electronic equipment maintenance services?

Years _____

5D. How many years has the Proposer been engaged in the business of providing communication and electronic equipment repair services?

Years _____

6. Provide the following information for five (5) of the larger accounts in which communication and electronic equipment installation, monitor, maintenance and/or repair services are currently performed:

Company _____

Address _____

Contact _____ Title _____

E-Mail _____ Phone () _____

Services Provided: _____

Company _____

Address _____

Contact _____ Title _____

E-Mail _____ Phone () _____

Services Provided: _____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.12 (continued)

Company _____

Address _____

Contact _____ Title _____

E-Mail _____ Phone () _____

Services Provided: _____

Company _____

Address _____

Contact _____ Title _____

E-Mail _____ Phone () _____

Services Provided: _____

Company _____

Address _____

Contact _____ Title _____

E-Mail _____ Phone () _____

Services Provided: _____

7. Has any company or organization ever terminated a contract with the Proposer prior to the expiration of the contract? _____

If yes, explain: _____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.12 (continued)

8. Has the Proposer ever defaulted in performance of any contract? _____
If yes, explain the details including the name of the customer and the reasons for the default:

9. Has the Proposer ever been on a government debarment list (excluded from submitting Proposals or receiving contracts from any governmental agency)? _____
If yes, explain: _____

10. Has the Proposer been involved in any mergers, acquisitions or sales of the Proposer company within the last ten (10) years? _____
If yes, explain: _____

11. Has the Proposer or any of the Proposer’s employees, agents, independent contractors or subcontractors ever been convicted of, pled guilty to or pled *nolo contendere* to any felony charge? _____
If yes, explain: _____

12. Is there any pending litigation against the Proposer? _____
If yes, attach an opinion of counsel as to whether the pending litigation will impair the Proposer’s performance in a contract under this CSP.
13. In the last ten (10) years, has the Proposer filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors? _____
If yes, attach an explanation providing relevant details.

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.12 (continued)

14. List all current contractual relationships with the City of Murfreesboro and all those completed within the previous five-year period:

<u>City Department</u>	<u>Contract Title or Number</u>	<u>Contract Term</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

15. State the name and address of the main office, store and/or alternate locations that will perform services required if this contract is awarded to the Proposer and indicate the number of installers and CET service persons at such location:

Name _____

Address _____

# of Installer Employees	Full-Time	Part-Time	# of CET Service Employees	Full-Time	Part-Time
	_____	_____		_____	_____

16. Provide references with which the Proposer has had communication and electronic equipment repair services contracts in the last three years. (List only those not included in Number 7 above.)

Company _____

Address _____

Contact _____ Phone () _____

Company _____

Address _____

Contact _____ Phone () _____

Company _____

Address _____

Contact _____ Phone () _____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.12 (continued)

- 17. **W-9** – Successful Vendor(s) to supply a completed Federal W-9 Form at the time of contract signing.
- 18. **Authorization** – The undersigned authorizes any person, firm, or corporation to release and furnish any information requested by the City of Murfreesboro relating to this Statement of Proposer Information.

This the _____ Day of _____, 2014.

Name of Firm	_____
Authorized Person (Print)	_____
Signature	_____
Title	_____
Street Address	_____
City, State, Zip	_____
Business Phone	() _____
Fax	() _____
Cell Phone	() _____
E-mail Address	_____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

ATTACHMENT 9.13

CITY OF MURFREESBORO

CATEGORY 3 – MONITORING STATUS REPORT FORMS

Monitoring Criteria

- | | |
|-----------|--|
| 1. | Submit, as part of the monthly billing statement, a completed Category 3 - Monitoring Status Report (forms supplied by the City) to designated City personnel for each designated site by the 15 th of each month for the previous month's / quarter's inspections. |
| 2. | Submit a Monthly Monitoring Status Report for each of the Two-Way Repeater (Transmitter) and/or Auxiliary Receiver Sites as shown in Attachment 9.11, #1 through #7 and any other site as designated by the City in the future. |
| 3. | Submit a Quarterly Monitoring Status Report for each of the Fire Station Sites as noted in Attachment 9.11, #8 and any other site as designated by the City in the future. The quarterly reports are due by April 15, July 15, October 15 and January 15 of each period. |
| 4. | The goal of the Monthly and Quarterly Monitoring Status Reports is to maintain and ensure the proper and efficient functionality of each of these sites. These report forms will be made available to the successful vendor by the City and may be reformatted throughout the term of this contract. |

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**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Monthly Monitoring Status Report

Date Submitted: ___ / ___ / ___ For Month of: _____ Year: _____

Vendor Name: _____ Technician Name: _____

Site		Monitoring Conducted		
ASR #	Name	Date	Day	Time (military)
		/ /		: Hrs.

Function	Yes	No
----------	-----	----

1. Security:

A. Verify Gates are secure and locked and all fencing is intact.

--	--

If No, explain: _____

B. Verify door to building is secure and locked.

--	--

If No, explain: _____

C. Verify alarm was set when entered building.

--	--

If No, explain: _____

D. Verify security cameras are functioning properly and pointed in the designated direction.

--	--

If No, explain: _____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Function	Yes	No
----------	-----	----

2. Safety:

A. Verify the 20# ABC Dry Chemical and 10# BC Carbon Dioxide (CO2) Fire Extinguishers are fully charged.

If No, explain: _____

B. Verify the First Aid Kit has all supplies.

If No, explain: _____

C. Verify Acid Resistant Apron and Gloves are present along with the Full Face Shield.

If No, explain: _____

D. Verify two (2) bottles of Saline Solution is present and check expiration date.

If No, explain: _____

E. Verify two (2) boxes of Baking Soda and a gallon of Water is present.

If No, explain: _____

F. Verify ALL Signage and Safety Markings are present and in proper locations.

If No, explain: _____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Function	Yes	No
----------	-----	----

3. Repeater (Transmitter):

A. Verify FCC approved Transmit Power.

--	--

If No, explain: _____

B. Verify FCC approved frequencies.

--	--

If No, explain: _____

C. Check ALL connections to include, but not limited to, Power, Grounding and Coax connections inside and outside of the Building.

--	--

If No, explain: _____

D. Check ALL Power Outlets and Lighting inside and outside of the Building to make sure they are working properly.

--	--

If No, explain: _____

E. Check for noise in ALL Phone Lines, if present, at this site.

--	--

If No, explain: _____

F. Record UPS Battery Voltage Levels.

--	--

Voltage Levels: _____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Function	Yes	No
----------	-----	----

4. Auxiliary Receiver:

A. Verify FCC approved frequencies and Receiver Sensitivity.

--	--

If No, explain: _____

B. Check ALL connections to include, but not limited to, Power, Grounding and Coax connections inside and outside of the Building.

--	--

If No, explain: _____

C. Check ALL Power Outlets and Lighting inside and outside of the Building to make sure they are working properly.

--	--

If No, explain: _____

D. Check for noise in ALL Phone Lines, if present, at this site.

--	--

If No, explain: _____

E. Record UPS Battery Voltage Levels if UPS devices are present at this site.

--	--

If No, explain: _____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Function	Yes	No
----------	-----	----

5. Environmental:

A. Verify HVAC System is working properly.

--	--

If No, explain: _____

B. Does HVAC System need Servicing?

--	--

If Yes, explain: _____

C. Record Temperature inside of Building. Is Temperature between 64° and 75° Fahrenheit?

--	--

If No, explain: _____

D. Record Relative Humidity inside of Building. Is Relative Humidity between 30% and 55%?

--	--

If No, explain: _____

**CSP-2014 for Installation – Monitor - Maintenance – Repair
Communication Systems and Electronic Equipment Services**

Quarterly Monitoring Status Report

Date Submitted: ___ / ___ / ___ For Month of: _____ Year: _____

Vendor Name: _____ Technician Name: _____

Site		Monitoring Conducted		
Station #	Address	Date	Day	Time (military)
		/ /		: Hrs.

Function	Yes	No
----------	-----	----

1. All Functions:

A. Check Zetron Tone System. Test ALL Tones with the Communications Center for proper system functionality.

If No, explain: _____

B. Check PA System. Is it functioning properly and are the Audible Signals at a proper level?

If No, explain: _____

C. Check Door Bell System. Is it functioning properly and are the Audible Signals at a proper level?

If No, explain: _____

D. Check ALL Two-Way Radios (Base Station and Portables) ALL Battery Backups. This would include proper Transmit and Receive functionality and Battery Backup levels. Perform a Radio check with the Communications Center for verification of clear communications.

If No, explain: _____

E. Check ALL Station Fire Extinguishers to make sure they are fully charged.

If No, explain: _____
