



Luzerne County Transportation Authority

315 Northampton Street, Kingston, PA 18704-5423

Phone: (570) 288-9356 Fax: (570) 288-7327

BID REQUEST: RFP 14-15-002

Request for Proposal (RFP) For Procurement & Installation of CCTV Systems at LCTA's Administration & Maintenance Facility Kingston, PA.

INTRODUCTION:

LEGAL NOTICE TO BIDDERS: (RFP 14-15-002 CCTV)

Sealed bids will be received by the Procurement Manager of Luzerne County Transportation Authority (attention: Lou Uritz), at his office 315 Northampton St Kingston PA 18704 until 12:00 P.M. Friday October 16, 2015 (Bid opening at 1:00 P.M.) for procurement and installation of CCTV System at LCTA's main office administration and maintenance facility in Kingston, PA. Additional information and specifications are available on the LCTA website: www.lctabus.com and from Joe Roselle Director of Administrative Services (570-287-2148 Ext. 221) & Lou Uritz Procurement Mgr. (570-287-2148 Ext. 210) 315 Northampton St Kingston PA. Cite Bid Request No. (RFP 14-15-002). DBE's / SB's are encouraged to participate. LCTA reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of LCTA.

This bid package (hereinafter also referred to as the "BID") is issued by the Luzerne County Transportation Authority (LCTA), 315 Northampton St Kingston, PA 18704. The LCTA is seeking all interested, qualified, and responsible bidders to provide all components and installation of CCTV (Closed-circuit television system) at its administration /maintenance facility located at the above address.

BID SUBMISSION INSTRUCTIONS:

Include all costs associated with providing the Scope of Services described in this RFP. Submit one (1) original and two (2) copies of the Bid to the LCTA Procurement Mgr. by the date and time reflected in the Legal Notice Introduction of this RFP. This time and date is fixed and extensions will not be granted. Bid proposals received after the deadline will not be considered. The Authority shall not return late submittals which shall be destroyed 30 days after bid opening. **Bids shall be submitted in sealed envelopes clearly marked on the outside "RFP 14-15-002 CCTV."** Sealed bids shall be mailed to or delivered to the address as noted above. Bids in the form of telephone calls, facsimiles or e-mails will not be accepted. The Authority does not recognize the U.S. Postal Service, UPS, FedEx, or other carriers in determining the date and time the bid was received.

INQUIRIES:

Joe Roselle Director of Administrative Services (570-287-2148 Ext. 221) & Lou Uritz Procurement Mgr. (570-287-2148 Ext. 210)

SCOPE OF WORK:

Part 1: General

Description of Work: Base Bid

Provide labor, material, and equipment to provide and install a closed-circuit television (CCTV) video surveillance system to cover entrances, internal areas, and exterior areas at the main Administrative & Maintenance LCTA facility at 315 Northampton St, Kingston, PA., as specified. The system will include a combination of indoor and outdoor fixed-view, high-resolution color cameras. The system will include remote viewing capabilities that will provide for viewing of live and recorded video. Onsite visit and pre-bid meeting is required.

Vendor Will Provide

- All equipment and installation to constitute a fully operational CCTV surveillance system.
- 32-Channel DVR at the central IT location with sufficient storage to allow a minimum of 30 days of archived video at 10-15 FPS.
- CCTV cameras-indoor & outdoor. Color cameras should be true day/night with built-in IR range of 40m (1080p high resolution).
- Any necessary transmitters and receivers.
- Power supplies if required.
- Cabling and cross connection to provide complete circuit from camera location to DVR head-end at IT Server room.
- Software for remote management of CCTV system—preferably web-based remote access.

- All horizontal and backbone cabling to connect cameras to equipment room locations, in accordance with final design specifications.
- Cable from connection point to vicinity of camera final location.
- Cabling to be tested and certified to standards; provide documentation.
- Jacks, connectors, ties, clamps, conduit, BNC connectors, plenum cable, and other network supporting hardware as needed to support specified equipment.
- Backbone cabling to DVR location.
- Final termination at control end of system.
- Final aiming, focusing, and adjusting of all cameras.
- Programming of DVR to include camera names, user/operator data and permissions, basic recording settings, remote access settings, and other programming as needed to make the system operational.
- On-site training for LCTA users, in accordance with LCTA work schedule.
- Technical support for a period of at least one (1) year commencing at the completion of training at no additional charge. This will include over-the-phone and site visits as needed.
- One (1) year warranty on all parts and equipment (except cabling) at no additional charge.
- One (1) year warranty on all labor.
- Optional cost for 2nd & 3rd year warranty.
- Installing Vendor must be an authorized dealer of equipment provided.
- Bidding Vendor must be the installing vendor.

Camera Locations

To be determined and finalized during onsite visit and meeting but should include complete and thorough coverage of all active work and public areas (interior & exterior) including but not limited to:

- Public entrance/exit doors
- Staff entrance/exit doors
- Executive, administrative and dispatch areas
- Maintenance garage areas
- Parts storage areas
- All parking areas
- Fuel building
- Tire & battery storage building
- File storage room
- Other locations to be determined

AWARD CRITERIA:

LCTA reserves the right to reject any or all bids, waive technicalities, award to other than the offer containing the lowest price and make award(s) as deemed to be in the best interest of LCTA. Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-acceptance of

any proposal will mean that another proposal was deemed to be more advantageous to LCTA, or that no proposal was deemed acceptable.

TERMS and CONDITIONS:

Applicable Laws – The Bidder shall comply with all federal, state, county and local laws concerning this type of commodity/service. All materials, systems ...etc. provided by the Bidder shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes and all relevant industry standards.

Permits and Licenses – The Bidder shall secure or maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business.

Assignment – The Bidder shall, under no circumstances, assign any contract issued as a result of this proposal by any means whatsoever, or any part thereof to another party without express written permission of LCTA.

Signed Submission of Proposals – The submission of proposals must be signed in longhand by the Bidder with his/her usual signature. Submission of proposals by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of the person signing; submission of proposals by corporations must be signed with legal name of the corporation of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

Late Submission of Proposal – Any submission of proposals received after the due date and time specified in this RFP will not be considered.

Public Information – After the date specified for the opening of the RFP, all materials received relative to general service proposals become public information and are available for inspection. Professional service proposals become public upon award of contract. The Authority reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

Insurance - The VENDOR/CONSULTANT/CONTRACTOR shall maintain throughout the duration of the term of the Agreement, liability insurance covering the VENDOR/CONSULTANT/CONTRACTOR and designating LCTA including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the VENDOR's/CONSULTANT's/CONTRACTOR's work. If necessary, certificates of insurance and any additional insured endorsements shall be furnished to LCTA prior to the effective date of this Agreement/Contract.

APPENDIX A – REQUIRED FORMS AND CERTIFICATIONS



Luzerne County Transportation Authority
315 Northampton Street, Kingston, PA 18704-5423
Phone: (570) 288-9356 Fax: (570) 288-7327

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Systems at LCTA's Administration & Maintenance Facility Kingston, PA.

Required FTA Clauses

19. No Government Obligation to Third Parties

No Obligation by the Federal Government:

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

20. Program Fraud and False or Fraudulent Statements and Related Acts

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Program Fraud and False or Fraudulent Statements or Related Acts:

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

11. Access to Records and Reports

**49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17**

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and

construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

12. Federal Changes

49 CFR Part 18

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

21. Termination

49 U.S.C.Part 18
FTA Circular 4220.1E

LCTA Procurement Manual section 12 Contract Provisions:

12.2 Termination for Default - Remedies for Breach

All contracts in excess of the small purchase limit as defined herein shall include contractual provisions that allow for administrative or legal remedies in instances where contractors violate or breach the contract terms. The following clause will be inserted in all contracts:

Termination for Default – (a) (1) LCTA may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a) (2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see paragraph (a) (2) of this clause).

(2) LCTA right to terminate this contract under subdivisions (a) (1) (ii) and (1) (iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If LCTA terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to LCTA for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) fires, (3) floods, (4) epidemics, (5) quarantine restrictions, (6) strikes, (7) freight embargoes, and (8) unusually severe weather. In each instance the failure to perform must be

beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, LCTA may require the Contractor to transfer title and deliver to LCTA, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. LCTA may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect LCTA against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LCTA.

(h) The rights and remedies of LCTA in this clause are in addition to any other rights and remedies provided by law or under this contract.

12.3 Termination for Convenience

Termination for cause and for convenience provisions shall be included in all contracts in excess of \$10,000, including the manner by which termination will be effected and the basis on which a settlement will be accomplished. The following clause will be inserted in all contracts:

Termination for Convenience - LCTA may terminate this contract, in whole or in part, for its convenience at any time by giving at least 10 days' written notice to Contractor of such termination and specifying the effective date thereof.

If the contract is terminated for the convenience of LCTA, the Contractor shall be paid in accordance for its allowable costs (as determined by 48 C.F.R. Part 31.2) and overhead incurred through the effective date of termination, less payments of compensation previously made. Contractor shall also be paid that portion of the Fee earned to the date of termination. Further, Contractor shall be reimbursed for the actual eligible costs and overhead, not otherwise reimbursed under this contract, incurred by Contractor to implement the termination, to the extent allowable pursuant to 48 C.F.R. Part 31.2.

Upon receipt of the notice of termination, Contractor shall immediately (1) discontinue those Contract Services affected (unless the notice directs otherwise), and (2) deliver to LCTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated or prepared in performing the affected Contract Services, whether completed or in process. In the event of termination for any reason, all finished or unfinished documents and other materials shall immediately become the property of LCTA.

24. Civil Rights Requirements

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

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

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R.

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

- b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

28. Disadvantaged Business Enterprise(DBE)

49 CFR Part 26

LCTA Procurement Manual section 14 (DBE):

14. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

It is the policy of LCTA that disadvantaged business enterprises (DBEs), as defined in 49 C.F.R. Part 26, shall have an opportunity to participate in awards of its contracts and subcontracts. LCTA shall take positive actions to ensure utilization of DBEs through its DBE Program. A review of DBE subcontracting opportunities shall be conducted for each U.S. Department of Transportation funded

solicitation over \$50,000 and a percentage goal for DBE participation established where appropriate subcontracting opportunities exist. The FTA Best Practices Procurement Manual (BPPM), Chapter 7, will be used as guidance to implement the DOT DBE policy.¹

30. Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1E

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

22. Government-Wide Debarment and Suspension (Nonprocurement)

49 CFR Part 29 Executive Order 12549

Suspension and Debarment

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 **{LCTA}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{LCTA}**, 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.

6. Energy Conservation Requirements

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

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