MANCHESTER TRANSIT AUTHORITY

RFP 21-03: Proposals for School Bus Telematics System

— NOTICE TO BIDDERS —

Notice is hereby given that the Manchester Transit Authority will receive proposals at 110 Elm Street, Manchester, New Hampshire, 03101 until 3:00pm on May 21, 2021 for the School Bus Telematics System in accordance with the applicable specifications:

RFP 21-03
Proposals for School Bus Telematics System

Any name appearing on the Comptroller General’s list of ineligible contractors for federally financed and assisted work is not an eligible bidder. In addition, thereto, a proposal based upon the furnishing of equipment or components thereof, manufactured by such an ineligible contractor, will be ineligible for consideration.

The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

The right is reserved to accept any proposal or any part or parts thereof, or to reject any or all proposals.

Please note, exhibits 1-1 through 1-3 MUST be completed in detail at the time of bid opening.

Proposals must be securely sealed in a suitable envelope and marked on the outside as follows:
RFP 21-03 Proposals for School Bus Telematics System

Date Issued: April 5, 2021

By: Michael Whitten, Executive Director
Thank you for your interest in public transit projects for Manchester Transit Authority. Attached are the solicitation documents and information necessary to participate in the competition. Below is a brief synopsis of the acquisition.

Description of work: School Bus Telematics System
Solicitation type: Request for Proposals
Contract type: Firm fixed price
Basis of award: Best Value
Anticipated award date: May 25, 2021
Performance period: See Scope of Work

Proposals shall be submitted in writing no later than May 21, 2021 at 3:00pm

Manchester Transit Authority
Attn: Mike Witten RFP 21-03
110 Elm Street
Manchester, NH 03101

Additionally, there are three (3) documents that are required to be completed for MTA. They are:

- Exhibit 1.1 Bid Proposal Form
- Exhibit 1.2 Approved Equals Form (If Approved Equals are being sought)
- Exhibit 1.3 Amendment Page (If Amendments are submitted)
MANCHESTER TRANSIT AUTHORITY
RFP 21-03: Proposals for School Bus Telematics System

SECTION I
—TERMS AND CONDITIONS—

GENERAL

1. Proposals will be received by the Executive Director, Manchester Transit Authority, Manchester, New Hampshire, at the place and until the time specified in the Notice to Bidders and then publicly read aloud for the information of bidders and others who may be present either in person or by representative.

   Note: No proposal will be accepted after the time and date specified, regardless of mailing date.

2. The following meanings are attached to the defined words when used in this PROPOSAL form.

   (a) The word "MTA" means the Manchester Transit Authority.
   (b) The word "Bidder" means the person, firm, or corporation submitting a proposal on this specification or any part thereof.
   (c) The word "Contractor" means the person, firm, or corporation with whom the Contract is made by carrying out the provisions of this RFP and the Contract.

3. Strict compliance with the requirements of the Notice to Bidders, Terms and Conditions, and the instructions printed on the forms is necessary. All designations and prices shall be fully and clearly set forth. All blank spaces in the RFP forms shall be suitably filled in. For the convenience of bidders, RFP forms are provided in this Solicitation.

4. Each proposal must give the full business address of bidder and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, following by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the State of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. Proposal by a person who affixes to his/her signature the word "president," "secretary," "agent," or other title without disclosing his/her principal may be held to be the proposal of the individual signing. When requested by the Executive Director, MTA, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

5. Bidder shall submit an original (printed) and one electronic copy of his Proposal. Proposals must be securely sealed in a suitable envelope, addressed, and marked on the outside as follows:

   RFP 21-03 Proposals for School Bus Telematics System
   Note: The MTA is not responsible for proposals not properly marked.

7. Changes to the Specifications will be made by written addendum by MTA and will be forwarded to all persons and firms to whom documents have been submitted.

8. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this RFP. Every request for such interpretation or requests for a change in the specifications or terms and conditions shall be made in writing and addressed and forwarded to the Executive Director, Manchester Transit Authority, 110 Elm Street, Manchester, New Hampshire, 03101 in accordance with the Approved Equals provisions to follow. Any unapproved deviations, exceptions, substitutes, alternates or conditional qualifications contained in a proposal may be cause for its rejection.

9. Proposals may be withdrawn prior to the closing time for receipt of proposals. A request to withdraw a proposal must be submitted in writing and signed by the bidder. No requests to withdraw a proposal will be accepted if they are verbal or submitted after the closing time. Negligence on the part of the Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

10. Proposals may be modified by the bidder prior to the closing time for receipt of proposals. Modifications must be submitted in writing and signed by the bidder. Only additions or subtractions to the bidder's original proposal should be stated. Prices are not to be stated. No verbal modifications will be accepted after the closing time.

11. A proposal may be withdrawn or modified by facsimile communication provided such communication is signed by the person signing the original document and the facsimile is received by the Manchester Transit Authority prior to the closing time for the receipt of proposals.

12. The MTA reserves the right to postpone the proposal opening for its own convenience and to waive any informality in proposals and to reject any and all proposals, wholly or in part, and to make awards in a manner deemed in the best interests of the MTA.

13. Approved Equals

(a) In all cases, materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.

(b) Any unauthorized deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a proposal may be cause for its rejection.

(c) If a potential bidder feels that his product is an equal to the product specified he must submit a written request to MTA.

(d) Requests for approved equals, clarification of Specifications, and protest of Specifications must be received by MTA, in writing no later than April 30, 2021 to allow analysis of the request. Any request for an approved equal or protest of the Specifications must be fully supported with catalog information, specifications and illustrations or other pertinent information as evidence that the substitute offered is equal to or better than the Specifications' requirement. Where an approved equal is requested, the Contractor must demonstrate the quality of his product to the MTA and must furnish sufficient information to enable the MTA to determine whether the product is or is not equal to that specified. Written requests may be submitted electronically to mwhitten@mtabus.org

(e) MTA replies to request under paragraph (d) above will be emailed by May 3, 2021 close of business.
(f) A notice of approved equals shall be furnished to all parties receiving specifications so that all bidders may propose accordingly.

(g) Appeal from the decisions of MTA to approve or disapprove approved equal status shall be submitted in writing to the Executive Director, MTA, 110 Elm Street, Manchester, New Hampshire, 03101, not later than five (5) days from the date of MTA's decision. The appeal shall, at a minimum, identify the decision in question, specify all reasons why the appealing party disagrees with the decision, and shall include all facts and justification, including technical information, in support of its position. The Executive Director may request additional information from the appealing party and information or a response from the bidders, which shall likewise be submitted in writing to the Executive Director not later than five (5) days from the date of MTA's request. So far as practicable, appeals will be decided upon the basis of the written appeal, information and written responses submitted by the appealing party and other bidders; all parties are urged to make written submissions as complete as possible. Failure of any party to timely respond to a request for information may be deemed by MTA that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such event the appeal will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent investigation deemed appropriate by MTA, the Executive Director shall either (a) render a decision which shall be final and advise all interested parties of same in writing or (b) at the sole election of the Executive Director, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions and facts, documents, justification and technical information in support thereof. Parties may, but are not required to be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedure. Following the informal hearing the Executive Director shall render a decision that shall be final and advise all interested parties thereof in writing.

14. The Bidder shall familiarize him/herself with the location of facilities and of the areas of responsibility and labor therein. Failure to do so will not relieve a successful bidder of his obligation to furnish all labor necessary to carry out the provisions of this contract. Insofar as possible in carrying out his work, the Contractor must employ such methods and/or means to not cause any interruption of or interference with operations of the Manchester Transit Authority.

15. The MTA, through the Executive Director, reserves the right to allow for any change in operating conditions or for any other cause not now foreseen and to proportion required services or supplies according to available facilities. In addition, the MTA reserves the right to negotiate with the successful Contractor for additional work required.

16. In submitting his proposal, the Bidder certifies that no official or employee of the City of Manchester or the MTA has any interest in the proposal or in the Contract which the Bidder offers to execute, or in the expected profits to arise therefrom, and that his proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

17. The MTA may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the MTA all such information and data for this purpose as the MTA may request. The MTA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the MTA that such bidder is properly qualified to carry out the obligations of the contract.

18. Awards will be made to the "highest value" in accordance with the Scope of Work and Specifications. In determining "highest value," the following shall be considered mandatory minimum standards:
(a) The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;

(b) Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;

(c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;

(d) The quality of performance of previous contracts or services;

(e) The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;

(f) The duration of lead time required between time of order and expected delivery of vehicles.

(g) The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;

(h) The quality, availability and adaptability of the supplies, or contractual services to the particular use required.

The following weighting metric shall be used to determine “highest value” from those proposers who satisfy the above metrics.

<table>
<thead>
<tr>
<th>Metric</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Purchase price:</td>
<td>30%</td>
</tr>
<tr>
<td>Strength of Reference:</td>
<td>15%</td>
</tr>
<tr>
<td>Hardware Warranty:</td>
<td>20%</td>
</tr>
<tr>
<td>Lead Time:</td>
<td>10%</td>
</tr>
<tr>
<td>Recurring Fees:</td>
<td>25%</td>
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</table>

19. **Bidder Qualifications:**

The Bidder must be the manufacturer or authorized dealer for such a manufacturer of the vehicles it proposes to furnish. The manufacturer or authorized dealer for the vehicles will be considered only if such manufacturer or authorized dealer is a person, firm, or corporation which:

- Has been engaged in the manufacture and advertised sales or has been an authorized dealer for such a manufacturer of school bus telematics for a period of not less than three (3) years; and

- Has an operation or is an authorized dealer for a manufacturing facility adequate for, and devoted to, the manufacture or sale of school bus telematics with sufficient capacity to assure the delivery of all equipment in compliance with the Bidder’s submitted proposal.

The financial condition, skill, experience, ability, and facilities of any or all Bidders to perform any contract resulting from proposals received in response to this RFP will be taken into consideration in order to determine whether the Bidder is responsible and properly equipped to undertake and carry out the terms of such contract.

20. **Anticipated Duration of Contract:**

MTA is not seeking any future options beyond the proposed three (3) year contract. Procurement is considered one-time event. Pricing per year is to be provided, if reoccurring costs are required.
21. **Assignability:**

The terms and provisions of the Contract Documents shall be binding upon MTA and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns, and legal representatives.

As MTA is not seeking future optional equipment, no portion of this award will be assigned by MTA to another public transportation provider.

22. **Pricing:**

The price to be quoted in any proposal submitted shall include all labor, materials, tools, equipment, and other costs necessary to fully complete the project in accordance with the specifications. Anything omitted from this specification that is clearly necessary for the completion of the item and its appurtenances shall be considered a portion of such proposal item although not directly specified or called for in these specifications. Bidder will not include any discounts in the proposal pricing. However, MTA will accept any discounts offered during the course of the contract. Freight must be included in proposal price.

23. **Terms of Payment:**

Bidder should note any discounts for payment before thirty (30) days. Corresponding bills of lading must be shown on the invoicing.

24. Purchases are exempt from payment of all Federal, State and local sales and excise taxes in connection with the Project. Said taxes must not be included in proposal prices. Purchaser will provide necessary tax exemption certificates to supplier.

25. **Proposal Acceptance:**

Each proposal will be submitted with the understanding that the acceptance in writing by purchaser of the offer to furnish any or all of the items described therein, shall constitute a contract between the bidder and the purchaser which shall bind the bidder on his part to furnish and deliver at his proposal price, and in accordance with conditions of said accepted proposal and specifications.

26. The Contract Agreement will be in the form customarily employed by the MTA and will incorporate the Notice to Bidders, the Terms, Conditions, and all contents of this RFP, and the entire contents of the Bidder’s proposal.

27. The Revised Statutes Annotated of the State of New Hampshire, insofar as they apply to the laws of competitive proposing, contracts, and purchases, are made a part hereof.

28. **Delivery Instructions**

Unless otherwise specified, the delivery location shall be 110 Elm Street, Manchester, New Hampshire. Shipments shall be accepted Monday through Friday, 8:00 AM to 4:00 PM, excluding holidays. Contractor is required to notify MTA’s purchasing agent in advance if delivery cannot be made during these hours.

29. **Miscellaneous Contract Provisions**

(a) Contractor warrants that it has not been paid any bonus or commission for the purpose of obtaining this Contract.

(b) The failure of MTA at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained.
(c) Contractor shall not assign any interest or obligation in this Contract, and Contractor shall not transfer any interest in the same (whether it be assignment or notation), without the prior written consent of MTA.

(d) Any proposed change or modification of this Contract shall be submitted in writing to MTA for its prior approval. All changes shall be by written agreement of MTA and Contractor.

(e) The Proposal submitted by the Contractor is incorporated herein by reference as if fully set forth verbatim herein. In the event of conflict between this Contract and Proposal, the provisions of this Contract shall control.

(f) This Contract, except as set forth in the preceding paragraph, represents the entire and integrated agreement between MTA and the Contractor and supersedes all prior negotiations, statements, instructions, and representations or agreements, whether written or oral.

This Contract may not be modified, amended or assigned except by written agreement duly signed by both parties.

(g) At the election of MTA, the invalidity or illegality of any provisions of this Contract, other than arising from the fiscal inability of MTA to pay the compensation due to the Contractor as same becomes due, as determined by a court of last resort of competent jurisdiction, shall not affect the validity of the remainder of this Contract, and this Contract shall remain in full force and effect as if such illegal or invalid provisions were not contained herein.

(h) As delivery date is a scoring metric, MTA reserves the right to impose liquidated damages in the amount of $50.00 per day for deliveries occurring later than the specified number of days after purchase order submission as outlined in successful award proposal. Bidders should designate delivery date in the form of X days from purchase order submission.
MANCHESTER TRANSIT AUTHORITY
RFP 21-03: Proposals for School Bus Telematics System

SECTION II
—TECHNICAL SPECIFICATIONS—

A. Student Ridership Management
   a. RFID or similar, student ID card system for each student rostered to a school bus
   b. Have student name, bus number, bus stop location information
   c. Track student unloading time and location
   d. Track student loading time and location
   e. Ability to provide rider and driver with incorrect bus boarding, incorrect bus stop unloading

B. Parent Portal
   a. Ability for parents to have secure information regarding their child’s whereabouts, loading and unloading time and location
   b. Ability for parents to receive updates on bus delays
   c. Ability for parents to receive bus change information

C. On-board Route Guidance and Navigation
   a. Visual and Audio navigation directions from pre-designed routes from Verstrans
   b. Have the ability to reroute due to student attendance and/or traffic
   c. Live vehicle location available to dispatch
   d. Provide real-time route on-time performance

D. On-board Device Functionality
   a. Messaging between Dispatch and Bus Operator
   b. Provide vehicle speed
   c. Monitor driver behavior and activities
      i. Track whether drivers adhere to speed limits, take unauthorized detours and engage in unnecessary harsh braking and acceleration.
      ii. Monitor door openings and closings, stop-arm operation, engine idling and parking brake engagement.
      iii. Use data to coach drivers on safer driving

E. Hardware
   a. Must be compatible with vehicles:
      i. Bluebird Vision (Diesel, Gas, Propane)
      ii. Thomas C2
      iii. International IC300
   b. Preferably connectivity using the Verizon Wireless Network 4G or 5G
      i. Cost of cellular connectivity to align with this three (3) year contract
   c. Tablet based device, with locking hardware
F. **Software**
   a. Web-based solution is preferred
   b. Licensing for three years, minimum
   c. Ability to be accessed through a secure portal
   d. Tablet based software, with lockdown program

G. **Reporting**
   a. Provide report by day, week or month
   b. Ability to review student and vehicle historical information
   c. Ridership counts per route, per day
EXHIBIT 1-1

MANCHESTER TRANSIT AUTHORITY
RFP 21-03
BID FORM

FOR: Proposals for School Bus Telematics System

TO: Manchester Transit Authority
    110 Elm Street
    Manchester, New Hampshire 03101
    (603) 623-8801
    (603) 626-4512 Fax

The undersigned hereby offers to furnish Proposals for School Bus Telematics System at the prices quoted below in conformance with the terms, conditions, and specifications received from MTA which have been carefully examined and which are incorporated by reference herein. The prices quoted are exclusive of all federal, state and local taxes. The prices quoted include all costs / charges for delivery to MTA's specified location, processing costs, overhead, and any other government charges which are now or may be subsequently imposed on items to be supplied, and any other charges / costs associated in the furnishing of the items to be supplied. All prices quoted SHALL BE FIRM / FIXED and inclusive of any maintenance or other recurring fees.

PLEASE PROOF READ YOUR BID CAREFULLY!

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<th>ITEM DESCRIPTION</th>
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COMPANY

______________________________________
Print Name of Auth. Rep.

______________________________________
Auth. Rep. Signature
**EXHIBIT 1-2**

**MANCHESTER TRANSIT AUTHORITY**

**REQUESTS FOR APPROVAL OR EXCEPTION**

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| SECTION: __________________________ | PAGE: __________________________ |
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**BIDDER’S REQUEST:**

**RESPONSE:**

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**COMMENTS:**

**SIGNATURE __________________________ DATE __________________________**
EXHIBIT 1-3

AMENDMENT PAGE

The undersigned acknowledges receipt of the following amendments to the Documents.

(Give Number and date of each):

Amendment No.___________________________ Dated__________________________

Amendment No.___________________________ Dated__________________________

Amendment No.___________________________ Dated__________________________

Amendment No.___________________________ Dated__________________________

Amendment No.___________________________ Dated__________________________

Amendment No.___________________________ Dated__________________________

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the Invitation, which will require rejection of bid.

________________________________________________________________________
Signature

________________________________________________________________________
Title