



REQUEST FOR PROPOSAL

Intelligent Transportation System and Transit Data Platform

Issued: February 14, 2024
Due: March 15, 2024

CONTACT:

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Procurement/Contracts Administrator
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PUBLIC NOTICE:

**Berkeley Charleston Dorchester Rural Transportation Management Association (BCD-RTMA)
d/b/a TriCounty Link**

RFP: COG2024-02 Intelligent Transportation System and Transit Data Platform

The purpose of this Request for Proposals is to purchase and install a well proven, industry standard, integrated package of public transit ITS software incorporating existing hardware intended to assist vehicle dispatching and communications, capture data for transit system planning and management analysis, facilitate enhanced safety and security, and provide enhanced information to the traveling public.

Such capabilities will continue to provide an operational platform for the TriCounty Link transit system and its customers. Systems that integrate fixed route service, demand response, and shared transportation services will be given favorable consideration.

TriCounty Link does not desire unproven “cutting edge,” software; rather, the primary software to be supplied must have been in successful operation in, at least, three transit agencies for, at minimum, two years in each agency. Systems that allow for expansion, adaption, use of predictive analytics, and accessible data feeds are preferred features.

The deadline for Offerors to submit written inquiries on the requested scope is **3:00 PM on March 1, 2024**. All questions should be emailed to jasonm@bcdcog.com and will be answered in a written addendum.

The deadline for receipt of all submittals is **3:00 P.M. on March 15, 2024**

All Proposal responses shall be clearly marked with the RFP name and number and delivered to:

BCD-RTMA

Attn: Jason McGarry, Procurement/Contracts Administrator
5790 Casper Padgett Way
North Charleston, SC 29405

Note: The deadline shown above 3:00 P.M on March 15, 2024 is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered.

1.0 Introduction

BCDCOG

The Berkeley-Charleston-Dorchester Council of Governments' (BCDCOG) serves the local governments of the tri-county region to assist in the development of local and regional plans, as well as provide planning and technical support to improve the quality of life in the region. BCDCOG is an association of local governments and one of South Carolina's 10 Regional Planning Councils that assists in planning for the common needs of its three counties and 27 municipalities. BCDCOG is the designated Metropolitan Planning Organization (MPO) responsible for carrying out the urban transportation planning process for the Charleston Area Transportation Study (CHATS). Additionally, BCDCOG provides oversight of the public transit programs in the region, CARTA, and TriCounty Link. Please visit our website <http://bcdcog.com/> for additional information.

TriCounty Link TriCounty Link (TCL) is comprised of eleven fixed-schedule, public transit routes and five limited stop, fixed-schedule commuter-style transit routes that provide service to rural residents of Berkeley, Charleston, and Dorchester counties. While the fixed-schedule routes follow a published schedule, the system uses flag stops, and routes can deviate for mobility-impaired clients. TCL connects to CARTA, the transit provider in the urbanized area, at park and ride lots and transfer points at the edges of the service area. TCL is directly operated and managed by BCDCOG. For more information visit www.ridetricountylink.com.

TriCounty Link provides public transit services within the member jurisdictions' boundaries, with the authority under its Board of Directors to determine scope (routes, equipment, and facilities) and standards of the service to be provided. TriCounty Link is subject to the regulations of the US Department of Transportation (DOT), Federal Transit Administration (FTA), South Carolina Department of Transportation (SCDOT), and federal, state and local laws.

1.1 Proposal Schedule

Proposals shall be solicited and evaluated by the following schedule:

Publish/Release Solicitation_____	February 14, 2024
Deadline for Written Questions_____	March 1, 2024 by 3:00 PM
Deadline for Proposals_____	March 15, 2024 by 3:00 PM
Evaluation Process _____	TBD
Interview with Selected Offerors_____	TBD

A. Submission

One (1) digital, One (1) original, and three (3) copies of the Proposal shall be submitted no later than 3:00 p.m. EST on March 15, 2024, to the following address:

BCD-RTMA
Attn: Jason McGarry
5790 Casper Padgett Way
North Charleston, SC 29406

Any proposals received after the scheduled deadline on the closing date will be immediately disqualified in accordance with BCD-RTMA policies.

Proposals shall be submitted in a non- three ring binder format and placed in a sealed box or envelope that is labeled with the Offerors name and identified as containing a Proposal responding to RFP #RMTA2024-02 for ITS System.

No oral, facsimile, telegraphic proposals or subsequent modifications to such proposals will be considered except as specified herein.

B. Addenda

In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all Offerors who received or requested the RFP document from BCD-RTMA.

C. Proposal review process

The procurement of these Offeror's services will be in accordance with BCD-RTMA and other applicable federal, state and local laws, regulations and procedures.

Proposals shall be submitted as set forth in this RFP. The selection committee will review and evaluate Proposals in accordance with the requirements and instructions contained in this RFP.

Following evaluation of the proposals, the Selection Committee may sub-select finalist who may be invited to participate in an interview, if necessary.

1.2 Term

The Agreement shall be in effect for one (1) year with an option to renew for four (4) additional years with a maximum contract period of five (5) years.

1.3 Instructions and General Conditions

A. Offerors Responsibility

Offerors shall fully acquaint itself with the conditions relating to the scope and restrictions attending the execution of the services under the conditions of the RFP. The failure or omission of an Offeror to acquaint itself with the existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the Offeror to any contract resulting from this RFP.

B. Duty To Inquire

Should an Offeror find discrepancies or omissions in this RFP, or should the Offeror be in doubt as to the meanings, the Offeror shall at once notify BCD-RTMA in writing prior to the last day for written questions. If additional clarification is needed, a written addendum will be sent to all offerors receiving this RFP.

C. Signature Requirements

Only authorized officers eligible to sign contract documents will be accepted. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. This proposal should indicate the responsible entity. Offerors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

D. Waiver

By submission of its proposal, the Offeror represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked the proposal for errors and omissions; that the prices and costs stated in its proposal are intended by it; and, are a complete and correct statement of its prices and costs for providing the labor, services, supplies, materials, or equipment required.

E. Confidential Information

All proposals received become the exclusive property of BCD-RTMA. At such time, as a Contract is agreed to by the contractor and the Board, all proposals submitted will become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which constitute confidential and proprietary information or trade secrets as those terms are used in S.C. Code Ann. §§ 11-34-410 and 30-4- 40(a)(1) and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." However, proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be released pursuant to a freedom of information request. BCDCOG shall not in any way be liable or responsible to any Offeror or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of BCD-RTMA or its officers, agents, or employees. Any legal costs associated with determination of what is excluded or included in a public records request is at the expense of the Offeror.

Offerors should not simply mark their entire proposal as Confidential or exempt from Freedom of Information Act. Doing so will result in BCD-RTMA making an independent determination of confidentiality or exemption further hereby disclaims any responsibility for any information which is disclosed as a result of Offerors such independent determination of confidentiality or exemption necessitated by the Offerors failure to properly follow this section.

F. Revisions To RFP

BCD-RTMA reserves the right, when necessary, to postpone the times in which proposals are scheduled to be received and opened, and to amend part or all of the RFP. Prompt notification of such postponement or amendment shall be given to all perspective Offerors who have requested or received copies of the RFP. Receipt of all addenda must be acknowledged in the proposals received by BCD-RTMA.

G. Protest Procedures

Any prospective Offeror or contractor who is aggrieved in connection with the solicitation of a contract may protest to BCD-RTMA. Any such protest must be delivered in writing within five days of the issuance of the RFP. Or within five days of the amendment there to if the amendment is the issue. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised. This project is to be funded in part by FTA and is subject to FTA rules and regulations. FTA only accepts protests alleging that a grantee fails to have written protest procedures or has violated such procedures or fails to review a complaint or protest.

H. Withdrawal of Proposal

No proposal may be withdrawn after the proposals have been opened.

I. Reserved Right

All Offerors are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, BCD-RTMA

reserves the right to terminate any RFP; any contract awarded hereunder or modifies any contract or this RFP accordingly. BCD-RTMA makes no representations that any contract will be awarded to any Offeror responding to this RFP.

- BCD-RTMA reserves the right to waive any minor irregularities in any and all Proposals.
- BCD-RTMA reserves the right to reject all Proposals and re-solicit or cancel this procurement if deemed by BCDCOG to be in its best interest, without indicating any reason for such rejection(s).
- BCD-RTMA also reserves the right to enter into a contract with any Offeror based upon the initial Proposal or on the basis of a best and final offer without conducting oral interviews.

J. Prohibited Interest

No member, officer, employee of or member of its Board during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

K. Notice To Proceed

The Offeror shall be issued a written Notice to Proceed. Any services provided prior to receipt of the Notice to Proceed shall be at the sole risk and expense to the Offeror.

L. Labor Provisions

South Carolina is a Right-to-Work state. The successful Offeror shall be responsible for compliance with all applicable requirements of 49 USC § 5333(b).

M. Cost of Proposal Preparation

BCD-RTMA shall not be responsible for any cost or expenses incurred for preparation of the Proposal in response to this RFP. BCD-RTMA shall be held harmless and free from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of any person or organization responding to this RFP. Costs related to Proposal preparation include, but shall not be limited to the following:

- Preparing proposals in response to this RFP.
- Costs associated with interviews, meetings, travel, or presentations.
- Other expenses incurred by an Offeror prior to formal Notice to Proceed for any agreement.

2.0 Scope Of Work

The purpose of this Request for Proposals is to select, purchase and install a well proven, industry standard, integrated package of public transit ITS software intended to assist vehicle dispatching and communications, capture data for transit system planning and management analysis, facilitate enhanced safety and security, and provide enhanced public information to the traveling public (hereinafter called "system.")

Such capabilities will continue to provide an operational platform for the TriCounty Link transit system and its customers. Systems that integrate fixed route service, demand response, and shared transportation services will be given favorable consideration.

TriCounty Link does not desire unproven "cutting edge," software; rather, the primary software to be supplied must have been in successful operation in, at least, three transit agencies for, at

minimum, two years in each agency. Systems that allow for expansion, adaption, use of predictive analytics, and accessible data feeds are preferred features.

All work shall take place at TriCounty Link's Maintenance Facility. Work shall be completed so that it does not impact service obligation to transit customers.

All data, including raw data, will be the property of TriCounty Link.

2.1 Project Management and Administration

The selected Offeror shall assign a Project Manager to be TriCounty Link's main point of contact. Responsibilities shall include, but not limited to:

- A. Design and maintain master project schedule with significant milestones.
- B. System engineering and design.
- C. Initialization of the Automated Vehicle Locator (AVL) system with existing vehicle data, vehicle operator data, bus stop locations, landmark locations and names, work rules, notes, and relief locations.
- D. Project manager shall have the authority to make decisions on behalf of the Offeror. The project manager may not be replaced without prior approval from TriCounty Link.

2.2 Fleet Information

The following vehicles are the focus of this RFP. All transit vehicles will be equipped with standardized equipment, including mobile data terminals (MDTs – a device that provides an operator touchscreen interface), Automatic Vehicle Announcement (AVAs) (optional); shall have the ability to integrate with on-board hardware, should it be added in the future, such as automatic passenger counters (APCs); mobile ticketing hardware; headsign equipment, and/or infotainment screens .

The fleet is comprised of thirty-two (32) Ford E450 cutaway, transit vehicles of various seating capacity, and six (6) Ford Transit passenger vehicles. Existing on-board ITS hardware includes GETAC ZX70 tablet, mounted on a HAVIS docking station with a hardwired power source in the vehicle's electrical panel on its ignition switch. Each vehicle has internet access via a Verizon Internet device with an unlimited data allowance.

2.3 System Specifications, Functions and Features

The ITS should possess the following features and functional capabilities:

A. Dispatch and Vehicle Integration Requirements

The system shall provide for the following functionality:

- 1. The system shall be hosted by the vendor, accessible via any web browser.
- 2. On-board hardware with the capability to capture and transmit vehicle location as frequently as every fifteen (15) seconds, 24 hours per day, and seven days per week.
- 3. Mobile Data Terminals (MDTs) to provide mobile messaging for individual operators and work groups, routing, and mapping information.
- 4. The system shall accept route, schedule, and stop data updates and imports in either the General Transit Feed Specifications (GTFS) format or .CSV format files.
- 5. Dispatching tools and components to easily view and track the current location, performance, and passenger load of fixed route vehicles.

6. The system shall allow for historical playback of vehicle locations for the last 180 days.
7. Interface capable of defining an unlimited number of bus stops and nodes. It shall permit the user to define bus stops using a variety of methods, including direct entry of GPS determined coordinates, and shall allow the user to determine the presence of stop amenities (e.g. bench, shelter) and other supplemental data with each stop.
8. Software capable of reporting, in tabular and graphic format, the status and location of vehicles, including vehicles that are off-route and vehicles that have triggered a silent or covert alarm.

B. Data Capture and Analysis Requirements

The system shall provide for the following functionality:

1. Collect information for reporting, analysis and system management, including, but not limited to:
 - a) Whether the operator has logged on to a fixed route run;
 - b) Operator log-on/log-off;
 - c) Location;
 - d) Operator ID;
 - e) Vehicle ID;
 - f) Route number;
 - g) Run number;
 - h) Dispatcher ID;
 - i) Date and time;
 - j) Alarm messages and incident type (where needed).
2. Provision of standard transit reports, required for National Transit Database and other reporting.
3. All standards and ad-hoc reports must have a user-friendly and intuitive user interface to easily access and utilize these reports. Reports shall include, but not be limited to:
 - a) Garage Pull Out / Pull In Report
 - b) Vehicle and Route Utilization
 - c) Schedule Adherence and On Time Performance by Route and Operator
 - d) Passenger Count Analysis Report
 - e) Run and Route Variance Report
 - f) Headway Analysis Report
 - g) Unduplicated Passenger Trips (UPT)
 - h) Passenger Miles Travelled (PMT)
4. Ability to archive historical data in a read-only format that is directly accessible by or importable into common database management and analysis tools.

C. Public Information Requirements

The system shall provide for the following functionality:

1. Provision of a real-time, web-based display of GPS-equipped vehicle locations for public access via internet or smart phone.
2. Integration with Google Maps, GIS mapping products, standard routing software packages, and other readily available web-based applications.
3. Bus schedule information obtainable by text or graphic messages sent to internet-connected computers as well as cell phones, smart phones or tablets.
4. Automated Vehicle Announcements (AVAs) to meet the requirements of the American with Disabilities Act (ADA) to automatically announce the display recorded information about each stop, major intersection, key locations, transfer opportunities, and route

destination in each fixed route vehicle prior to arriving at that location. The system shall use a sequential list with geo-fencing to announce stops. (Optional)

5. Public website that:
 - a) Allows users to have ability to view only those routes that are of interest to them;
 - b) Display formats shall include route name and the ability to differentiate route by design or color;
 - c) Provide predictions to give riders more detail about vehicle arrival times;
 - d) Allows users to be able to hide the legend to increase the size of the map viewing area.

D. System Testing Requirements

Coordinate with TriCounty Link staff on scheduling of system tests to ensure system works correctly. Review results of tests with staff to make corrections as necessary.

1. Prepare system testing plan that details testing methods to include pass/fail criteria;
2. Verify all system components and total system functions according to technical requirements and specifications;
3. Conduct availability testing to confirm that all components operate correctly on an individual basis and communicate correctly within the entire system;
4. Conduct seven-day availability test to confirm correct operation of the entire system;
5. Conduct thirty-day reliability test to verify continuous reliable and correct operation of the entire system.

E. Technical Requirements

1. The system shall log all outgoing and received data in a historical database in a read-only format. The stored data shall be time and date stamped, and shall contain sufficient information to enable selective sorting and retrieval based on user-specified selection criteria.
 - a) The stored data shall be time and date stamped, and shall contain sufficient information to enable selective sorting and retrieval based on user-specified selection criteria.
 - b) All vehicle location and status data transmitted to dispatch shall be maintained online or on removable backup media for a period of three years for future retrieval, display, and printing.
2. MDTs shall turn on automatically when the vehicle ignition is turned on, and shall shut down a programmable time after the vehicle ignition is turned off.
3. MDTs shall be updated as needed using the data connection provided by Offeror or TriCounty Link, as negotiated as a provided service.
4. Hardware component items will be generally available in the marketplace. Any post-OEM firmware configuration and formatting will be provided by the vendor as a function of the annual service agreement.
5. MDTs shall be replaceable as discrete units.

2.4 Training

The vendor shall provide an intensive training program to a minimum of ten (10) TriCounty Link employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. This comprehensive training program shall prepare TriCounty Link personnel for operation, administration, and elementary troubleshooting of the system. Training shall be conducted by the vendor, the vendor's subcontractors, third-party software suppliers, and/or original equipment manufacturers (OEMs) at a TriCounty Link location and at

times that are convenient to the TriCounty Link staff. The training requirements of this specification shall apply to courses taught by subcontractors, third parties, and OEMs, as well as to courses taught by the vendor.

The Vendor shall provide a list of training courses including the title of each course, a list of topics covered, duration, prerequisites, and training site.

The training should include, but not limited to:

- System Administration Training
- Revenue Vehicle Operator Training
- Road Supervisor Training
- Report Generation Training
- Maintenance Training (Wiring, integration with other equipment, power, device, antennas, etc.

Training Manuals to be provided

The vendor shall supply TriCounty Link with a minimum of ten (10) comprehensive training manuals which describe the appropriate use of the equipment purchased by TriCounty Link in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by TriCounty Link.

2.5 Warranty/Maintenance

Maintenance Agreement

For newly purchased equipment, the vendor shall have available appropriate identical or backward-compatible replacement parts that are required for simple, basic, routine maintenance that are field-replaceable in case of original or replacement part failure. All parts and assemblies used for replacement shall be new, or equal to new (per manufacturer specifications) in performance, and shall carry a new equipment warranty. The vendor shall keep in stock an adequate supply of parts, or have timely access to parts, so as to allow all failures to be corrected for the term of the contract or the extended warranty period, whichever is longer.

Warranty / Maintenance

The Offeror agrees that the system, and all related installation work for future hardware purchases, shall be subject to the warranties and obligations set forth in this section. The warranties and obligations set forth in this Section shall commence upon system acceptance and end after the end-date of the Agreement, unless extended for a longer period. There are two general warranty periods:

- One-year period following system acceptance, also referred to as Installation Warranty
- Three One-year periods, referred to as Extended Warranty

During the warranty period, the Offeror shall provide on-call support to assist TriCounty Link in the maintenance of the System. This on-call support shall be provided on-site for software problems and operational troubleshooting, and over the phone such as to answer questions regarding missing or incorrect data.

All non-critical warranty work on defective or non-complying installation work, or any software defects or errors that cause the software to fail to conform to the requirements of these

specifications shall be performed at no cost to TriCounty Link within fifteen (15) days of being notified in writing by TriCounty Link or its representative. Any defects that affect the critical functions of the operations shall be fixed within forty-eight (48) hours.

The Offeror shall maintain adequate resources for replacement of all defective or noncompliant work or equipment, including test repair, warranty repair, spare modules, spare assemblies, spare components, and spare parts in furtherance of the warranty requirements and maintain sufficient relationships with qualified local technicians. TriCounty Link will operate the System software in accordance with the Offeror's specific instructions in order to maintain all warranties. However, the Offeror shall hold TriCounty Link harmless and Offeror shall be responsible for repairing any damage from TriCounty Link improper operation of any System software resulting from Offeror's failure to provide adequate or correct training and / or complete operating manuals, software manuals, electrical drawings, complete computer program documentation and other documentation required to be furnished as identified within these specifications. The Offeror shall provide a single point of contact for all warranty administration during the warranty period.

2.6 Optional Features

Offeror shall include the cost for optional features (if available) which are subject to funding:

1. Integration with vehicle systems allowing the collection and reporting of data as it concerns the functioning of the bus, such as but not limited to electrical systems, fluid pressures, engine diagnostics, speed, etc. (i.e. Automatic Vehicle Management of AVM).
2. The ability to create TriCounty Link -specific Real-Time Information applications for smartphones for passengers. This application shall use the GPS location of the smart device to show the closest bus stop and predicted arrival times for vehicles that serve that location.
3. The ability to automate the operator's pre-tip inspection and reporting.
4. The ability to provide turn-by-turn directions for each route for the operator using the MDT.
5. Equipping non-revenue/support vehicles with AVL tracking capabilities to allow Dispatchers and other staff to locate and track non-revenue vehicles.
6. Integration with Destination Sign Equipment.
7. Integration with existing internet devices for off-loading data.
8. Integration with existing AngelTrax DVRs.
9. Integration with the ADA lift or ramp to count the location where ADA passengers are loaded.
10. Integration with bike racks to determine usage.
11. Solar powered LED signage for bus stops/shelters.
12. On-Board Infotainment Multimedia Screen
13. Planning, Scheduling, and runcutting software.
14. Integration with future Bus Rapid Transit Signal Priority Applications.
15. Paratransit scheduling and dispatch software.
16. Mobile Ticketing app and associated hardware.
17. Microtransit software platforms

System Functionality

- The system shall be compatible with Microsoft Windows system properties for fonts and colors wherever applicable.
- The system shall support the Copy, Cut and Paste functions on every edit field.

- The system shall provide the ability to easily add customer-defined fields in support of new data requirements.
- The system shall perform all printing functions in compatibility with Windows Print Manager.
- An on-line Help feature shall be included with the system. It must provide context-sensitive help information for each command, menu item, screen, and option.
- A multiple user log-in capability shall be included with the system to allow for variable functions, of scheduling, dispatching, trip arrival and depart time, and trip verification.
- Produce reports compatible with NTD reporting requirements identifying trips, trip miles, passenger miles, hours, deadhead travel
- Software must be able to generate a variety of reports and add new reports as needed by transit staff without added cost
- Reports must be easily exportable

3.0 Proposal Content and Outline

A. Required content of proposal:

The detailed requirements set forth in the Proposal Format are recommended. Failure by any Offeror to respond to a specific requirement may result in disqualification. BCD-RTMA reserves the right to accept or reject any or all proposals. Offerors are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from Offerors at the discretion of the BCD-RTMA. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the Offeror associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the Offeror.

BCD-RTMA reserves the right to issue a contract without further negotiation using the information contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.

B. Proposal format:

The proposal format requirements were developed to aid Offerors in their development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Offeror's proposal must address all the points outlined herein as required, in the following order.

1. Transmittal Letter: A transmittal letter must be submitted with the proposal which shall include:

- The RFP subject and number
- Name of the Offeror responding, including mailing address, e-mail address, telephone number, and name of contact person or persons
- The name of the person or persons authorized to make representations on behalf of the consultant, binding the Offeror to a contract

2. Qualifications and Experience:

- Explain the Offerors' reputation in the industry. Provide a brief description of the Offeror, the organizational structure, location of principal offices, and number of personnel that would be included in this project and their roles and experience. Include the number of "systems" fully implemented in the past five (5) years and any technological breakthroughs the transit agency may wish to take advantage of.
- Provide the name and relevant experience of the project manager who will have direct and continued responsibility for the project. This person will be the contact on all matters dealing with the project and will handle all day-to-day activities from project initiation to completion.
- Include a reference (name of person, organization, telephone number, email address, project location) for at least five (5) organizations currently under contract and using the proposed equipment for at least two (2) years. The references provided shall be the most current contact information. References with inaccurate contact information shall not be considered.

3. Technical Proposal:

- Provide a detailed project plan defining design through implementation for all components described in the scope of work
- Provide an overall description of the proposed software specifically highlighting the specifications, functions and features listed in section 2.0 above. Proposal should include functions and features that may be available but not listed in section 2.0.
- Provide a list of all "primary" hardware components if existing cannot be utilized.
- Provide a list of all data the offered system is capable of collecting.
- Provide an explanation of the technical requirements necessary for the proposed solution
- The vendor shall provide an outline of their software support to include, but not be limited to, the following:
 - Support hours to include whether or not different support levels are an option. Primary support hours shall be consistent with the agency's local time operating hours
 - Service Level Agreements (SLAs) regarding hardware and software uptime
 - Expected annual maintenance cost increase.
 - Whether the annual maintenance agreement covers software version upgrades.
- Describe the implementation timelines and transit agency's responsibilities regarding the installation and implementation of the proposed solution.

4. Training and Consultation Services: Provide a description of all training and consultation services provided with the proposal. Training shall be provided at a pre-determined location.

5. Cost: A cost proposal under separate cover consisting of:

- The Offeror shall furnish and install all material, equipment, software, systems, and components necessary for a "turn-key" operation, and the successful Offeror shall be responsible to include all component(s) cost within the proposal. Cost proposal shall include a breakdown of all fees associated with the proposed monitoring system including, but not limited to, startup fees, training fees associated with implementation, programming, yearly maintenance, annual fees, warranty, etc. as detailed in Appendix A

- In addition, Offeror shall include the cost for optional features (if available) which are subject to funding:
 - i. Integration with vehicle systems allowing the collection and reporting of data as it concerns the functioning of the bus, such as but not limited to electrical systems, fluid pressures, engine diagnostics, speed, etc.
 - ii. The ability to create Real-Time Information applications for passengers' smartphones and other mobile devices. This application shall use the GPS location of the smart device to show the closest bus stop and predicted arrival times for vehicles that serve that location. The ability to automate the operator's pre-tip inspection and reporting
 - iii. The ability to provide turn-by-turn directions for each route for the operator using the MDT or tablets
 - iv. Equipping non-revenue/support vehicles with AVL tracking capabilities to allow Dispatchers and other staff to locate and track non-revenue vehicles
 - v. Integration with existing or compatible Destination Sign Equipment for each agency
 - vi. Integration with existing or compatible devices for off-loading data for each agency
 - vii. Integration with existing or compatible camera system for each agency
 - viii. Integration with existing or compatible ADA lift or ramp to count the location where ADA passengers are loaded for each agency

4.0 Evaluation Criteria

The proposal will be evaluated on the following categories listed below.

1. Technical Proposal *(Maximum 40 points)*

- This criterion involves the evaluation of the D/S that best suits the needs as stated in the Scope of Work
- Offeror's responsiveness to the proposal requirements and guidelines

2. System Specifications *(Maximum 30 points)*

- Adherence to the requirements listed in the system specifications section and descriptive comments of functionality and features.
- Particular consideration will be given to the proposed D/S that can integrate with existing software and data management infrastructure.

3. Qualifications and Experience *(Maximum 10 points)*

- This criterion involves an evaluation of the qualifications, knowledge, and experience of the staff assigned to this project and of the successful projects completed by the proposed project team. This factor will also include an assessment of the availability and ability of the Offeror to perform the Scope of Services in a timely manner.
- Offeror's past relevant experience and references submitted in the proposal.

4. Cost *(Maximum 20 points)*

- See Appendix A for details.

5.0 FEDERAL CONTRACT PROVISIONS

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Compliance with and citations to federal law, regulation, and guidance references include, but are not limited to, the FTA Master Agreement (17), dated November 2, 2022; FTA Circular 4220.1F, dated November, 2008, updated March 13th, 2013; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

2. Federal Changes

Contractor shall at all times comply with all applicable Federal Transit Administration (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.

3. Conflict of Interest

No employee, officer, board member, or agent of TriCounty Link shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the Offeror selected for award.

4. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (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 comply with Federal statutory provisions of the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. 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.

5. Civil Rights

(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. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any business, employee or applicant from employment, participation, program benefits, business opportunities or 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.

(a) The third-party contractor and all lower tiers shall comply with all provisions of FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", Oct 1st, 2012.

(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) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of 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 No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

(1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;

(2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;

(4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;

(6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) 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;

(8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;

(9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) Access to Services for Persons with Limited English Proficiency. The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English

Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) **Environmental Justice.** The Contractor 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; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

(8) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(10) 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.

7. Contracting with Disadvantaged Business Enterprises

It is the policy of the BCD-RTMA to ensure nondiscrimination in the award and administration of federally assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, the BCD-RTMA has established a DBE program in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. Each CONSULTANT is encouraged to use certified DBEs to meet the tasks and milestones of this request. A list of certified DBEs can be found at: <https://www.scdot.org/business/business-development-dbe-sbe-cert.aspx>

6. Clean Air Act

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.) 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.

7. Clean Water

(a) 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.

(b) 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.

8. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S. C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

9. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act.

10. 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.

All offerors must submit to the FTA recipient the appropriate Buy America certification (below) with all offers on FTA-funded contracts, except those subject to a general waiver. Offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

11. Fly America

The Contractor agrees to comply with 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 subrecipients 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.

12. Debarment and Suspensions

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.

13. Termination or Cancellation of Contract

The Contractor agrees:

(1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third-party procurements,

(2) To comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third-party procurements as may be later amended,

(3) To follow the most recent edition and any revisions of FTA Circular 4220.1F, “Third Party Contracting Guidance,” except as FTA determines otherwise in writing, and

(4) That although the FTA “Best Practices Procurement Manual” provides additional third-party contracting guidance, the Manual may lack the necessary information for compliance.

Termination for Convenience: TriCounty Link, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default [Breach or Cause]: TriCounty Link may terminate this contract in whole or in part, for TriCounty Link convenience or because of the failure of the Contractor to fulfill the contract obligations. TriCounty Link shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to TriCounty Link all equipment (property of TriCounty Link data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

Opportunity to Cure: TriCounty Link 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 TriCounty Link’s 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 (Recipient) setting forth the nature of said breach or default, TriCounty Link 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 TriCounty Link from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If the termination is for failure of the Contractor to fulfill the contract obligations, TriCounty Link may complete the work by issuing another contract or otherwise and the Contractor shall be liable for any additional cost incurred by TriCounty Link.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of TriCounty Link.

14. No Federal Government Obligations to Third Parties

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.

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.

15. False or Fraudulent Statements or Claims

(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 activities in connection with this Project. Accordingly, upon execution of the underlying contract or agreement 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 apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, 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.

16. Access to Records and Reports

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.

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 \$150,000.

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.

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.

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.

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

17. Drug Free Work Place & Drug and Alcohol Testing

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 South Carolina, or TriCounty Link 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. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

18. Resolution of Disputes

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 Owner. 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 authorized representative of the Owner. 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 authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the 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 therefor 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 Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

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

19. Privacy

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act). 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.

INCORPORATION OF FTA TERMS & LEGAL MATTERS

The provisions of this Addendum 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 requests which would cause firm or BCDCOG to be in violation of the FTA terms and conditions. The Contractor also agrees to include any applicable requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.

NOTICE OF LEGAL MATTERS

Notice of Legal Matters. This project is federally funded and is expected to equal or exceed \$25,000, BCDCOG agrees to notify the FTA Chief Counsel or FTA Regional IV legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to itself and subcontractors or suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.

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.

PATENT RIGHTS AND RIGHTS IN DATA

SAFE OPERATION OF MOTOR VEHICLES REQUIREMENTS

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or BCDCOG.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROPOSAL COVER SHEET

Legal Name of Organization _____

Authorized Signer: _____

Title: _____

Mailing Address: _____

Physical Address (If Different): _____

Telephone Number: _____

FAX Number: _____

Contact Person Name: _____

Contact Person Title: _____

Entity Type: Corporation Sole Proprietor

Partnership Other

Is Responder a HUB/DBE? Yes No

Certifying Agency: _____

ATTACHMENT A
CERTIFICATION REGARDING LOBBYING

(To be submitted with all offers exceeding \$100,000; must be executed prior to Award)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence 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 the awarding to 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 influencing or attempting to influence 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into these transactions 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 for each such expenditure or failure.]

The Contractor, _____, certifies 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. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

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

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

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this 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 Contractor also certifies by submission of this 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 the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

ATTACHMENT C

Certification Regarding Drug-Free Workplace

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an outgoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of this statement;
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such violation.
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4b, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Name of Applicant Organization: _____

Signature: _____ Date: _____

ATTACHMENT D

CERTIFICATE REGARDING CONFLICT OF INTEREST

By signature of this Certificate, Respondent agrees that:

- 1.** No manager, employee or paid consultant of the Respondent is a member of the Policy Board, or an employee of BCD-RTMA;
- 2.** No manager or paid consultant of the Respondent is married to a member of the Policy Board, or an employee of BCD-RTMA;
- 3.** No member of the Policy Board, the President or an employee of BCD-RTMA owns or controls more than a 10 percent share in the Respondent's organization;
- 4.** No spouse of a member of the Policy Board, or employee of BCD-RTMA receives compensation from Respondent for lobbying activities.
- 5.** Respondent has disclosed within the proposal response any interest, fact or circumstance, which does or may present a potential conflict of interest;
- 6.** Should Respondent fail to abide by the foregoing covenants regarding conflict of interest, Respondent shall not be entitled to the recovery of any costs or expenses incurred in relations to any contract with BCD-RTMA and shall immediately refund BCD-RTMA any fees or expenses that may have been paid under the contact and shall further be liable for any others costs incurred or damages sustained by BCD-RTMA relating to that contract.

Name of Individual or Organization submitting application.

Name and Title of Authorized Signatory.

Signature

Date

APPENDIX A – Price File

The Agreement shall be in effect for one years with an option to renew 4 additional years no more than 5 years from the award date. Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide the specified services in accordance with the Specifications described in the RFP.

Receipt of Amendment (if any)

1. _____
Authorized Signature

2. _____
Authorized Signature

The undersigned of this form as Offeror, upon receipt of contract acceptance hereby agrees to furnish the above items to the BCD-RTMA in accordance with all the instructions that have been carefully reviewed and examined by the Offeror.

Signature

Company

Date

Appendix A

Please use the table below to provide line-item detail for your price proposal. Hardware will be an as-needed line.

BASE SYSTEM				
	Qty	Unit Cost	Qty	Total
Annual Software License	1		32	
Cellular Fee (includes support vehicles)	1		39	
Total				

Hardware				
	Qty	Unit Cost	Qty	Total
	1			
	1			
	1			
	1			
	1			

	1			
	1			
	1			
	1			
	1			