


**PAGE ONE**  
**(Return Page One with Your Offer)**

	<p align="center"><b>PEE DEE REGIONAL TRANSPORTATION AUTHORITY (PDRTA)</b> Request for Proposal <b>Intelligent Transportation System (ITS)</b> Advertisement# 45019</p>	<p>Solicitation Number: Date Issued: Procurement Manager: Phone: E-Mail Address:</p>	<p><b>RFP122024</b> <b>30 November 2023</b> Cicily Shaull (843)519-0077 <a href="mailto:procurement@pdrta.org">procurement@pdrta.org</a></p>
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**SUBMIT OFFER BY (Opening Date/Time): 01/29/2024 10:00 a.m.** (See "Deadline for Submission of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: 12/29/2023 10:00 a.m.** (See "Questions from Offerors" provision)

**NUMBER OF COPIES TO BE SUBMITTED: 4**

*Due to the COVID-19 Offers can be emailed to [procurement@pdrta.org](mailto:procurement@pdrta.org) before the 01/29/2024 10:00 am deadline.*

*Offers may still be submitted in a sealed package, Solicitation number and Opening Date must appear on package exterior.*

**SUBMIT YOUR SEALED OFFER TO: Pee Dee Regional Transportation Authority (PDRTA), ATTN: Procurement Manager  
313 S. Stadium Road Florence, SC 29506**

<p><b>CONFERENCE TYPE: Pre-Bid Meeting</b> <b>DATE &amp; TIME: 11 December 2023 @ 9:00 am or @ 12:00 pm</b> (As appropriate, see "Conferences - Pre-Bid/Site Visit" provision Section II paragraph FF)</p>	<p><b>LOCATION: SEE SECTION IIB "Conferences - Pre-Bid/Site Visit" provisions FOR SITE SCHEDULES:</b></p>
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<p><b>AWARD &amp; AMENDMENTS</b></p>	<p>The award will be posted on or before <b>02/23/2024</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="https://pdrta.org/business/procurement">https://pdrta.org/business/procurement</a></p>
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**You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms and conditions of the Solicitation. You certify that this bid is made without prior understanding, agreement, connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. You agree to hold Your Offer open for a minimum of a hundred and eight (180) calendar days after the Opening Date.**  
(See "Signing Your Offer" and "Electronic Signature" provisions.)

<p><b>NAME OF OFFEROR</b>  (full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>	
<p><b>AUTHORIZED SIGNATURE</b>  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p><b>TAXPAYER IDENTIFICATION NO.</b>  (See "Taxpayer Identification Number" provision)</p>	
<p><b>TITLE</b>  (Business title of person signing above)</p>	<p><b>STATE VENDOR NO.</b>  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</p>	
<p><b>PRINTED NAME</b>  (printed name of person signing above)</p>	<p><b>DATE SIGNED</b></p>	<p><b>STATE OF INCORPORATION</b>  (If you are a corporation, identify the state of incorporation.)</p>

**PAGE TWO**  
(Return Page Two with Your Offer)

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	<hr/> Area Code - Number - Extension                      Facsimile
	<hr/> E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

**ACKNOWLEDGMENT OF AMENDMENTS**  
Offerors acknowledge receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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**END OF PAGE TWO**

## I. SCOPE OF SOLICITATION

### ACQUIRE SERVICES

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications for Intelligent Transportation System (ITS) and Related Services at Pee Dee Regional Transportation Authority (PDRTA).

#### **Awarded contractors shall furnish:**

Successful Bidders shall have a minimum of (3) years' commercial experience working on a contract or project of this size or larger.

#### **MAXIMUM CONTRACT PERIOD - ESTIMATED**

Start date: 2/23/2024 - End date: 2/21/2025. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". This contract is for an initial term of one (1) year with the possibility of four (4) additional, one (1) year renewals.

#### **DISADVANTAGED BUSINESS ENTERPRISES (DBE):**

Disadvantaged Business Enterprises are encouraged to submit proposals for this procurement and vendors/manufacturers are encouraged to procure goods and services from disadvantaged business enterprises. All participation of DBE's should be described in detail in the bidder's proposals. If the prime vendor or any subcontractors are DBE's that are certified by the South Carolina Department of Transportation, documentation of such a certification must be included in the bid at the time of submission.

## II. INSTRUCTIONS TO OFFERORS

### A. GENERAL INSTRUCTIONS

1. DEFINITIONS, CAPITALIZATION, AND HEADINGS CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.
2. AMENDMENT means a document issued to supplement the original solicitation document.
3. BOARD means the South Carolina Budget & Control Board or its successor in interest.
4. BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.
5. BUYER means the Procurement Manager.
6. CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
7. CONTRACT See clause entitled Contract Documents & Order of Precedence.
8. CONTRACT MODIFICATION means a written order signed by the procurement manager, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Manager to order without the consent of the contractor.
9. CONTRACTOR means the Offeror receiving an award because of this solicitation.
10. COVER PAGE means the top TWO pages of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
11. OFFER means the bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
12. OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal as Offer to Contract.
13. ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.
14. PDRTA Pee Dee Regional Transportation Authority
15. PROCUREMENT MANAGER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
16. YOU and YOUR means Offeror.
17. SOLICITATION means this document, including all its parts, attachments, and any Amendments.
18. SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
19. US or WE mean the using governmental unit.

20. USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

21. WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

#### **B. AUTHORIZED AGENT**

1. All authority regarding this procurement is vested solely with the responsible Procurement Manager. Unless specifically delegated in writing, the Procurement Manager is the only government official authorized to bind the government regarding this procurement or the resulting contract.

#### **C. AMENDMENTS TO SOLICITATION**

1. The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Amendments found on the following PDRTA website: <https://pdrta.org/business/procurement>.

#### **D. AWARD NOTIFICATION**

1. Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified in PAGE ONE or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

#### **E. QUOTATION/BID/PROPOSAL AS OFFER TO CONTRACT**

1. By submitting Your Bid or Proposal, you are offering to enter a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

#### **F. BID ACCEPTANCE PERIOD**

1. In order to withdraw Your Offer after the minimum period specified on PAGE ONE, you must notify the Procurement Manager in writing.

#### **G. BID IN ENGLISH**

1. Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

#### **H. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

1. By submitting an offer, the offeror certifies that-

(a) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

Those prices.

The intention to submit an offer; or

The methods or factors used to calculate the prices offered.

(b) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(c) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(d) Each signature on the offer is a certification by the signatory that the signatory-

(i) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (1)(a) through 1(d) of this certifications; or

(ii) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (1)(a) through 1(d) of this certifications as used in this subdivision, the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal;

(iii) As an authorized agent, does certify that the principals referenced in subdivision (1)(d)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (1)(a) through 1(d) of this certifications; and

(iv) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (1)(a) through 1(d) of this certifications.

(v) If the offeror deletes or modifies paragraph (1)(b) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **I. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

1. By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(a) Offeror and/or any of its Principals-

(i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(ii) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(iii) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(ii) of this provision.

(b) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(c) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

2. Offeror shall provide immediate written notice to the Procurement Manager if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. If Offeror is unable to certify the representations stated in paragraphs (I)(1)(a), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Manager may render the Offeror not responsible.

4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

5. The certification in paragraph (I)(1)(a) of this provision is a material representation of the fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the County, the Procurement Manager may terminate the contract resulting from this solicitation for default.

## **J. CIVIL RIGHTS PROVISIONS**

1. The contractor providing services under this Invitation to Bid must comply with the provisions of the Civil Rights Act of 1964, as amended. The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, color, national origin, sex, age, or disability. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating based on race, color, national origin, sex, age or disability. To file a complaint, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free at (866) 632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339; of 800-845-6136 (Spanish). USDA is an equal opportunity provider and employer.

## **K. CODE OF LAWS AVAILABLE**

1. The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

2. The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

3. Federal Acquisition Regulation at:

<https://www.acquisition.gov/browse/index/far>

4. Pee Dee Regional Transportation Authority Regulation is available upon request.

#### **L. CONTRACT VIOLATION**

1. During the term of the contract, contractors who violate any contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the district. Examples of vendor violations include but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

#### **M. COMPLETION OF FORMS/CORRECTION OF ERRORS**

1. All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.). All forms within this Request for Proposal are required to be filled out entirely. If any of the affidavits are not applicable, N/A is an acceptable response.

#### **N. DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE**

1. You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and

2. Preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold the award. Before withholding the award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

#### **O. DEADLINE FOR SUBMISSION OF OFFER**

1. Any offer received after the Procurement Manager of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening.

#### **P. DRUG FREE WORKPLACE CERTIFICATION**

1. By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

#### **Q. DUTY TO INQUIRE**

1. Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require a better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors."

#### **R. ETHICS CERTIFICATE**

1. By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of

kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Manager at the same time the law requires the statement to be filed.

#### **S. IRAN SANCTIONS ACT (FAR 25.703-2)**

1. The Iran Sanctions Act is a list published by the U.S. Department of the Treasury that identifies persons engaged in investment activities in Iran. This list is located on the U.S. Department of the Treasury website at: <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. By signing your offer, you certify that, as of the date you sign, you are not on the Iran Divestment Act list. The Awardee must notify the Purchasing Manager immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. Awardee shall not contract with any person to perform a part of the work, if, at the time you enter into the subcontract, that person is on the the-current version of the Iran Divestment Act List.

#### **T. OMIT TAXES FROM PRICE**

1. Do not include any sales or use taxes in your price that the PDRTA may be required to pay.

#### **U. PROHIBITED COMMUNICATIONS AND DONATIONS**

1. Violation of these restrictions may result in disqualification of your offer, suspension, or debarment, and may constitute a violation of law.

2. During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Manager. All communications must be solely with the Procurement Manager.

3. You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.

#### **V. PROTESTS**

1. For purchases less than \$100,000, any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may submit a written protest to the Procurement Manager within ten business days of the purchase being awarded. Within 20 business days of the receipt of such written protest, the Procurement Manager shall hold a hearing on the protest and make a render a decision on the protest. The Procurement Manager's decision shall be final.

2. For purchases greater than \$100,000, any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may submit a written protest to the Executive Director within ten business days of the purchase being awarded. Respecting protests for purchases in excess of \$100,000, the date of the award shall be considered the date of any preliminary award, hereof if a preliminary award is actually made in advance of formal approval by the Authority; in the absence of a preliminary award, the formal award date by the Authority shall be controlling. The protest, setting forth the grievance and the grounds thereof, shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto, but in no circumstance after 15 business days notification of the award of the contract.

3. Any protest must be addressed to the Executive Director, Pee Dee Regional Transportation Authority (PDRTA), and submitted in writing

(a) By email to: [procurement@pdrta.org](mailto:procurement@pdrta.org)

(b) By post or delivery to:

Richland County Recreation Commission

Attn: Don Strickland

313 S. Stadium Rd

Florence, SC 29506

#### **W. PUBLIC OPENING**

1. No Public Opening as this is a Request for Proposal.

## **X. QUESTIONS FROM OFFERORS**

1. Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Manager no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question.

Email is the preferred method for submitting questions with "Questions: Solicitation # as the subject of the email. Questions must be submitted in an easily copied format such as Word.

Email: [procurement@pdrta.org](mailto:procurement@pdrta.org)

## **Y. REJECTION/CANCELLATION**

1. PDRTA may cancel this solicitation in whole or in part. PDRTA may reject any or all proposals in whole or in part.

## **Z. RESPONSIVENESS/IMPROPER OFFERS**

1. Bid as Specified. Offers of supplies or services other than those specified will not be considered unless authorized by the Solicitation.

2. Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, if you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

3. Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Manager.

4. Price Reasonableness: Any offer may be rejected if the Procurement Manager determines in writing that it is unreasonable as to price.

5. Unbalanced Bidding. PDRTA may reject an Offer as nonresponsive if the prices bid is materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to PDRTA even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

## **AA. RESTRICTIONS APPLICABLE TO OFFERORS**

1. Violation of these restrictions may result in disqualification of your offer, suspension, or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents, or officials. All communications must be solely with the Procurement Manager. This restriction may be lifted by express written permission from the Procurement Manager. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Manager, you agree not to give anything to any Using Governmental Unit or its employees, agents, or officials prior to award.

## **BB. SIGNING YOUR OFFER**

1. Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a)



through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

#### **CC. PEE DEE REGIONAL TRANSPORTATION AUTHORITY OFFICE CLOSINGS**

1. If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:

<https://pdrta.org/business/procurement>

#### **DD. SUBMITTING CONFIDENTIAL INFORMATION**

1. Your proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your proposal. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret, or (b) privileged and confidential, as that phrase is used. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret of the Trade Secrets Act. For every document Offeror submits in response to or about this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED".

#### **EE. SUBMITTING YOUR OFFER OR MODIFICATION**

1. Offers and offer modifications shall be submitted in sealed envelopes or packages - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (f) offers must provide an overall pricing on PAGE TWO and submit a detailed proposal with bid sheet.

#### **FF. TAXPAYER IDENTIFICATION NUMBER**

1. If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

2. Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue

Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(a) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R.3. If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether:

- (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- (ii) Offeror is an agency or instrumentality of a state or local government;
- (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

#### **GG. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

1. It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

2. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (a) Withholding monthly progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or. § 26.13(b).

3. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

4. Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

#### **HH. WITHDRAWAL OR CORRECTION OF OFFER**

1. Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

#### **FF. SPECIAL INSTRUCTIONS**

*1. CONFERENCE - PRE-BID/SITE VISIT- Non-Mandatory-Vendors can choose from either meeting; they do not have to attend both.*

(a) Pre-Bid/Site Visit Date: 11 December 2023

Location/Time of Pre-Bid/Proposal Conference: Zoom/9:00am: Zoom information will be posted on: <https://pdrta.org/business/procurement> the day prior.

(b) Pre-Bid/Site Visit Date: 11 December 2023

Location/Time of Pre-Bid/Proposal Conference: Zoom/12:00 pm: Zoom information will be posted on: <https://pdrta.org/business/procurement> the day prior.

(c) Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor of responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without

additional expense to PDRTA. PDRTA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does PDRTA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding, or representation is expressly stated in this contract.

(d) This solicitation includes a Non-Mandatory Pre-Bid Conference. The purpose of the Pre-bid is to validate market research plus identify items that are in error, unclear, or unduly restrictive. The contractor shall attend all provided Pre-Bid Conference dates available.

(e) All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

### III. BID SUBMITTAL

#### A. By Mail or Hand Delivered:

All bidding documents must be submitted in a sealed envelope. Do not include more than one bid per envelope. The face of the envelope shall contain the bid title, the bid number, and the date and time of bid opening. Bids not submitted on the bid form will be subject to rejection. PDRTA assumes no responsibility for unmarked or improperly marked envelopes. PDRTA must receive mailed bids before the submitted deadline on PAGE ONE.

**B. By Email: Offers can be emailed to [procurement@pdrta.org](mailto:procurement@pdrta.org) before the deadline stated on PAGE ONE “Submit Offers By”. If emailed, only one copy is necessary. Email subject line should be: **RFP122024****

**C. RFP Offerors are expected to examine the specifications, and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. The proposal must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the offeror.**

**D. All RFP(s) received will become a part of the official contract file and may be subject to disclosure.**

1. RFP FORMAT All RFPs should include the information outlined below and in the following order:

(a) Cover page: A cover page on company letter head to include business legal name, physical address, or other subordinate elements that will perform the services described in this RFP. Include telephone number, point of contact, and official signature of an authorized company representative.

(b) Table of Content: Including all sections and sub-sections.

(c) Statement of Work: Clearly define the comprehensive solutions that would include implementation, training, and a complete support program. Specification shall include but not limited to equipment or service type, pricing, and any additional cost related to the proposal. The term of the contract shall be for one year with an option to extend for four (4) additional year(s).

(d) Minimum Qualifications & Experience:

(i) Overview of company background, the relationship of any co-ventures, and an identification of subcontractors proposed for use on the contract and their respective percentages of participation.

(ii) Number of Employees

(iii) Corporate/individual qualifications and experience, including certifications and licenses.

(iv) Certifications & Training

(v) Key Staff Resumes that will participate in project.

(vi) Evidence of Insurance

(v) Price-Business Proposal

(vi) Identify Risk and Proposal Litigation – List of failed projects, suspensions, debarments, etc.

(vii) References – Three Professional references of applicable work and finance performance (Last Three Years Required: Include Company Name, Project, & Point Contact with phone number and email address)

(viii) Financial Statements and/or Dun & Bradstreet Qualifier Report or Number (Last Two Year Required)

(e) After reasonable notice to the Contractor, PDRTA may review any of the Contractor's internal records, reports, or insurance policies.

#### E. CLARIFICATION

1. The Procurement Manager may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an

offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

## 2. UNIT PRICES REQUIRED

Unit price to be shown for each item.

## 3. MAILED OFFERS: NUMBER OF COPIES (4)

Offers must be submitted in a sealed package, Solicitation number and Opening Date must appear on package exterior.

(a) SUBMIT YOUR SEALED OFFER TO:  
PEE DEE REGIONAL TRANSPORTATION AUTHORITY  
ATTN: PROCUREMENT MANAGER  
313 S. STADIUM RD  
FLORENCE, SC 29506

(b) All Offerors should attach all additional requested documents to their response.

## F. ELECTRONIC OFFERS

Due to the COVID-19 Offers can be emailed to CShaul@pdrta.org before the deadline. All offerors should attach all additional requested documents to their response. Only one copy is needed by email.

IF YOU QUALIFY YOUR OFFER WITH A STATEMENT SUCH AS, "THIS IS NOT AN OFFER", THE OFFER WILL BE DEEMED "NON-RESPONSIVE" AND REMOVED FROM FURTHER CONSIDERATION.

## G. PROPOSED SCHEDULE FOR PROCUREMENT

<b>30 NOVEMBER 2023</b>	<b>ADVERTISEMENT IN SOUTH CAROLINA BUSINESS OPPORTUNITY (SCBO)</b>
<b>11 DECEMBER 2023 9:00 AM OR 11 DECEMBER 2023 12:00 PM</b>	<b>PRE-BID MEETING</b>
<b>21 DECEMBER 2023</b>	<b>QUESTIONS SUBMITTED BY ELECTRONIC MAIL TO <a href="mailto:PROCUREMENT@PDRTA.ORG">PROCUREMENT@PDRTA.ORG</a></b>
<b>29 DECEMBER 2023</b>	<b>RESPONSE TO QUESTIONS ANSWERED BY PDRTA</b>
<b>29 JANUARY 2024 BY 10:00 AM</b>	<b>PROPOSAL DUE</b>
<b>30 JANUARY 2024</b>	<b>BID OPENING AND DISBUREMENT OF ELECTION COMMITTEE MEMBERS @ LOCATED IN BOARD ROOM AT 313 S. STADIUM RD., FLORENCE, SC 29506</b>
<b>8 FEBRUARY 2024</b>	<b>INTENT OF AWARD</b>
<b>23 FEBRUARY 2024</b>	<b>AWARD</b>

## H. DEADLINE ENFORCED

Proposals received after the time and date set for receipt of proposals WILL NOT be accepted. It is the respondent's responsibility to ensure timely delivery of their proposal.

## IV. SCOPE OF WORK/SPECIFICATIONS

### A. INTRODUCTION AND PURPOSE:

Pee Dee Regional Transportation Authority, located in Florence, South Carolina, is requesting proposals for Intelligent Transportation System (ITS) and Related Services at 313 S. Stadium Rd, Florence, SC 29506.

### B. REQUIREMENTS:

1. Project Overview

(a) Pee Dee Regional Transportation Authority (PDRTA) is seeking an ITS (Intelligent Transportation System) solution to be implemented on 59 vehicles that comprise the current bus fleet. Maintenance and ability to expand the System will be an integral aspect of the System. The System will have a life cycle of up to (5) years that is fully supportable including all upgrades. The initial contract shall be for a period of one (1) year with the option of renewing the contract for an additional four (4) years which will make for the total term of the contract be a total of five (5) years. The initial cost should include an all-inclusive cost implementation and maintenance plan for the entire installed and accepted System delivered under the contract that will result from this RFP.

2. Project Management and Administration

- (a) The Contractor is required to submit a comprehensive maintenance plan, detailing both per-vehicle and System-wide costs where applicable. The plan should also include a schedule specifying annual costs for each year.
- (b) Under this Request for Proposal, the Contractor is responsible for supplying all hardware, software, installation, maintenance, annual support, training, and warranty necessary to deliver a fully functional System. The Contractor should recommend hardware and software configurations that meet the initial needs and allow for growth throughout the life cycle of the System.
- (c) All hardware and software should be included in the cost and shall be procured on behalf of PDRTA and become PDRTA property upon System acceptance. Integration with pre-existing technology is preferred.
- (d) The selected vender should assign a Project Manager (PM) and long-term liaison (LI) to PDRTA for the scope of this project as well as the long-term relationship between the agency and the vender.
- (e) Contractors should provide experienced staff throughout the contract period, who possess expertise in designing, developing, testing, integrating, implementing, and deploying ITS for public transportation (both fixed route and paratransit service), best practices, and project management methodology. PDRTA would prefer a single point of contact for all communication related to the awarded contract.
- (f) PM will work with PDRTA staff to perform system engineering and design based on the current vehicles and types of vehicles.
- (g) G. PM will generate and maintain a master project schedule with significant milestones.

3. PDRTA Fleet

(a) year, make, model and quantity of all vehicles.)

VEH. #	VIN #	YEAR	MAKE	MODEL	DESC.
500F	2C7WDGBG0FR686785	2016	DODGE	VAN	El Dorado
501F	2C7WDGBG6FR703458	2015	DODGE	VAN	El Dorado
1100	1FDVU4XG9NKA60967	2022	FORD	TRANSIT	U4XE
1101	1FDVU4XG6NKA60702	2022	FORD	TRANSIT	U4XE
1102	1FDVU4XG6NKA60974	2022	FORD	TRANSIT	U4XE
1103	1FDVU4XG0NKA60856	2022	FORD	TRANSIT	U4XE
1104	1FDVU4XG8NKA61026	2022	FORD	TRANSIT	U4XE
1482	1FDFE4FS7JDC23928	2018	FORD	BUS	E450
1483	1FDFE4FS5JDC23930	2018	FORD	BUS	E450
1484	1FDEE3FS1KDC35824	2019	FORD	BUS	E350
1485	1FDEE3FS3KDC35825	2019	FORD	BUS	E350
1486	1FDEE3FS9KDC35831	2019	FORD	BUS	E350
1487	1FDFE4FS7KDC75119	2019	FORD	BUS	E350
1488	1FDFE4FS7KDC75142	2019	FORD	BUS	E350
1489	1FDFE4FS5JDC06383	2018	FORD	BUS	E450
1490	1FDEE3FS6KDC13186	2019	FORD	BUS	E350
1491	1FDFE4FS1GDC50499	2016	FORD	BUS	CUTAWAY
1492	1FDFE4FS9GDC50508	2016	FORD	BUS	CUTAWAY
1493F	1FDFE4FN6PDD30536	2023	FORD	BUS	CUTAWAY
1494F	1FDFE4FN9PDD25895	2023	FORD	BUS	CUTAWAY

1495F	1FD4E4FN6PDD25935	2023	FORD	BUS	CUTAWAY
1496F	1FD4E4FN9PDD25962	2023	FORD	BUS	CUTAWAY
1824F	1FD4E4FS7GDC51253	2016	FORD	BUS	E450
1825F	1FD4E4FS9GDC51254	2016	FORD	BUS	E450
1826F	1FD4E4FS7JDC06384	2018	PHOENIX	BUS	E45F
1827F	1FD4E4FS9JDC06385	2018	PHOENIX	BUS	E45F
1828F	1FD4E4FS0JDC06386	2018	PHOENIX	BUS	E45F
2205	1FD4E4FS1KDC27863	2019	FORD	BUS	E450
2206	1FD4E4FS8KDC29920	2019	FORD	BUS	E450
2207	1FD4E4FS9KDC26234	2019	FORD	BUS	E450
2208	1FD4E4FS3KDC75154	2019	FORD	BUS	E450
2209	1FD4E4FS3KDC75168	2019	FORD	BUS	E450
2210	1FD4E4FS6KDC75486	2019	FORD	BUS	E450
2211F	1FD4E4FN1PDD37359	2023	FORD	BUS	E-450
2212	1FD4E4FN1PDD19783	2023	FORD	BUS	ALLSTAR
2602F	4UZADEDU3BCAZ7794	2011	FRHT	BUS	TROLLEY
2603F	4UZADEDU5BCAZ7795	2011	FRHT	BUS	TROLLEY
2800F	1T7YL2A29A1119802	2010	THMS	BUS	110YN
2801F	1T7YL2A20A1119803	2010	THMS	BUS	110YN
2802F	1T7YL2A22A1119804	2010	THMS	BUS	110YN
2804F	1T7YL2A26A1119806	2010	THMS	BUS	110YN
2805	1T7YL2A23A1119598	2010	THMS	BUS	TRANSIT BUS
2806	1T7YL2A25A1119599	2010	THMS	BUS	TRANSIT BUS
2807	1T7YL2A28A1119600	2010	THMS	BUS	TRANSIT BUS
3101F	1T7YL2AX271284069	2007	THMS	BUS	110YN
3103F	15GGB2719J3189369	2018	GILLIG	BUS	G27B
3104F	15GGB2715J3189370	2018	GILLIG	BUS	G27B
3105F	15GGB2717J3189371	2018	GILLIG	BUS	G27B
3106F	15GGB2713M3195592	2020	GILLIG	BUS	G27B
3107F	15GGB2715M3195593	2020	GILLIG	BUS	G27B
3108F	15GGB2717M3195594	2020	GILLIG	BUS	G27B
3701M	1T7YR2A2991119583	2009	THMS	BUS	130YN
4000F	1T7YR2E20B1132156	2011	THMS	BUS	130YN
4400M	1T7YU2A22A1119590	2010	THMS	BUS	141YN
4401M	1T7YU2AAX91119588	2009	THMS	BUS	141YN
4402F	1T7YU2A26A1119589	2009	THMS	BUS	141YN

4. Fleet Expansion

(a) The System should have the ability to accommodate future growth in PDRTA's fleet during the contract period. The Contractor shall provide a pricing structure for expanding the System to additional vehicles, which shall include all costs associated with the expansion, such as hardware, implementation, and maintenance costs.

(b) The pricing proposal should specify annual costs for the initial one (1) year contract, as well as each of the additional four (4) option years.

5. System Maintenance

(a) The Contractor's design should be compatible with PDRTA's communication and data network environment and accommodate changes based on PDRTA's standards or other requirements.

(b) The Contractor must provide a comprehensive description of their phone and internet support services, technical assistance, and consultation services, including specifying the hours and days that support services will be available. The Contractor must also provide ongoing System support and maintenance, including necessary upgrades, bug fixes, and patches required for PDRTA to operate the System smoothly.

- (c) The Contractor shall clearly specify the service life expectations, standard and extended warranties, and available replacement programs. Any credits or refunds for equipment failures outside of routine use during the expected service life should be addressed. Over-the-air firmware updates shall be supported throughout the equipment's lifetime. If the Contractor supplies the equipment, firmware updates shall be provided at no additional cost as part of the maintenance agreement.
- (d) PDRTA shall monitor the System and report any issues concerning performance and upgrades to the Contractor.
- (e) All Contractors must include a recommended spare parts list with pricing for all proposed systems.

## 6. Requirements

### (a) Hardware and Software

- i. The hardware and software supplied for this procurement must adhere to the National ITS Architecture Standards set by the U.S. Department of Transportation. Information on these standards can be found on the U.S. DOT website: [www.standards.its.dot.gov](http://www.standards.its.dot.gov). The Contractor must ensure that the risk of hardware obsolescence is minimized by selecting standardized parts and peripheral hardware that are easily obtainable.
- ii. Software-User Roles
  - a. The software should have the ability to define various user roles such as:
    - b. Admin
    - c. Supervisor
    - d. Dispatcher
    - e. View only
  - 1. These are to be used as examples only and do not have to be in the exact format
  - f. Each role should have set level of access but ideally will have the ability add different levels of access.

### iii. Hardware

- a. If the system requires an MDT (Mobile Data Terminal) for the use of the system the MDT must comply with the following.
  - 1. The Mobile Data Terminals (MDT) included in this contract must possess the capability to update to the latest version of their operating system (OS) throughout the duration of the contract.
  - 2. The software running on the MDTs should not impede or restrict OS updates and must allow for seamless and unrestricted updating for the entire contractual period.
- b. In the event of MDT failure or damage, the contractor must ensure the availability of prompt replacements at the time of purchase.
  - 1. The replacement MDTs should be readily accessible through the contractor at an agreed-upon price, which will remain valid for the entire term of the contract
  - 2. Alternatively, the replacement MDTs should be available as off-the-shelf products to facilitate

### (b) Compatibility

- i. The proposed system must be designed to seamlessly integrate and operate with all vehicles used by PDRTA, without being limited by the local hardware or operating system. The system should be compatible with all major operating systems and platforms to ensure maximum flexibility and scalability. The Contractor must provide a detailed plan outlining how the system will be tested and validated for compatibility with various vehicles and operating systems before deployment.

### (c) Training

- i. The contractor is responsible for ensuring that all staff receive sufficient training, which includes:
  - a. Onsite training for mechanics, as well as instillation diagrams and required documents for repairs.
  - b. The contractor will provide web tutorials, webinars, and best practices, as well as access to customer support.
  - c. To fulfill this requirement, the contractor must provide quarterly on-site or virtual training during the first year of the contract, followed by semi-annual training during the second year, and annual training thereafter.
  - d. The vendor will provide training to administrative, operational, technical, and mechanical staff, both concurrently or immediately following installation, and additional training as needed during the project timeline.

### (d) Data and Licensing

- i. The System's data collected and generated shall remain the property of PDRTA, and they shall retain the right to access this data for usage in other applications. The Contractor shall grant an irrevocable, perpetual, and royalty-free license to PDRTA for using all software provided, directly or indirectly, by the Contractor

or third-party. The annual operating costs included in the Contractor's proposal must cover licensing fees for operating systems, application software, and/or device licenses.

(e) Warranty

- i. The Contractor shall ensure that all components, parts, and assemblies supplied by the Manufacturers are covered by a warranty against any defects in material and workmanship for a minimum period of twelve (12) months from the date of final acceptance by PDRTA. This warranty shall include both parts and labor. During the warranty period, updates for the software shall be made available without any additional charge, as initiated by the manufacturer. The Contractor shall provide warranty service through a qualified factory-trained service representative.
- ii. In the event that any equipment is re-used by the Contractor, they must offer full support and replacement options for the equipment.
- iii. The Contractor is required to provide either a replacement plan or an estimate of the annual warranty cost for all components.

7. Test Plan

(a) Contractors must present a comprehensive acceptance testing plan for their system, covering both hardware and software components, which will be subject to review and approval by PDRTA before deployment. The plan should provide sufficient evidence that the system satisfies the requirements stipulated in the RFP. PDRTA will conduct the acceptance tests, either onsite or remotely, with support from the awarded Contractor as required.

(b) The Acceptance Test Plan, which will be agreed upon by both parties, will outline the procedures for testing the system, as well as the resources required from the agency and the Contractor. During the testing period, PDRTA personnel will identify any nonconformities and document them on the Acceptance Test – Punch List. These issues must be rectified to the satisfaction of the PDRTA before the technologies can be accepted, and related milestones achieved.

i. Testing

- a. After notification that the system is ready for testing, Pee Dee Regional Transportation Authority and the vendor shall agree on a date for performance testing to commence when the software is ready.
- b. On-Site Representation: The Contractor shall have a Project Manager and/or a qualified software engineer present on-site during the initial testing of all software products.
- c. Testing Period: Pee Dee Regional Transportation Authority will operate the system in test mode for at least one week, but no longer than 30 days during the testing period. Pee Dee Regional Transportation Authority will compile a list of issues, bugs, software glitches, and other concerns, which the vendor is responsible for correcting within an additional 30-day period.
- d. Errors, Corrections, and Fixes: If the software fails to perform as specified or represented by the vendor after testing, the vendor shall have 30 days from the notification of the problem to resolve it.
- e. Final Testing: After satisfactory resolution of all software bugs, integration issues, and other identified problems, Pee Dee Regional Transportation Authority will begin a final testing period to confirm that the vendor has addressed all issues.

ii. Acceptance

- a. Once Pee Dee Regional Transportation Authority has completed the final testing to their satisfaction, the vendor will receive a letter of acceptance from the PDRTA Executive Director awarding the contract.

8. Installations

(a) The installation of the system on fixed-route and para-transit vehicles at Pee Dee Regional Transportation Authority's Maintenance and Operations facility located at 313 South Stadium Road, Florence S.C. 29506 shall be the responsibility of the Vendor in accordance with the following terms:

- i. The vendor is responsible for the complete installation of the new system and removal of any old equipment or technology as necessary.
- ii. The installation process will commence as soon as possible after the contract is awarded and is to be completed within 90 calendar days.
- iii. The system must not interfere with the current operation of the vehicle and its systems, and all cables, wiring, switches, and circuits should be labeled and designed for heavy-duty use.
- iv. The vendor will provide a schematic of the system's power source and how it draws power.
- v. A test environment will be provided for the client prior to launch date and full contract execution.
- vi. All installations will be completed by qualified professionals, and final inspections will be conducted and approved by Pee Dee Regional Transportation Authority.
- vii. Mounted hardware should be installed according to industry standards and recommended practices.



- viii. All cables, wiring, interconnections, switches, and circuit breakers/fuses will be heavy-duty and specifically designed for their purposes.
- ix. Tamper-proof fasteners should be used whenever possible, and all equipment provided must be transferable to other transit buses if necessary.
- x. The vendor will provide training to administrative, operational, technical, and mechanical staff, both concurrently or immediately following installation, and additional training as needed during the project timeline.
- xi. Spare parts for all contractor-provided equipment and related materials will be provided, and training for Fleet staff on installation practices for future onboard hardware installments will be given.

9. Response Time

- (a) The Contractor must be available for throughout length of contract support in case of severe emergencies and respond to issues promptly. Contractor's response is considered when it acknowledges Pee Dee Regional Transportation Authority's initial request, which can be in the form of an email, help desk ticket, or telephone call, and either provides a solution or requests more information. The guaranteed response time depends on the severity of the issue and applies only during PDRTA's working hours.
- (b) Severity Level Response Time
  - i. Fatal 60 Minutes
  - ii. Severe 90 Minutes
  - iii. Medium 24 hours
  - iv. Minor 72 hours
    - a. In the event of a critical or severe incident, upon establishing contact, the contractor will promptly communicate an estimated resolution time and promptly notify PRDTA of any additional changes.
- (c) The following severity levels outlined above apply to all mode types:
  - i. Fatal: Complete degradation that affects all users and critical functions, resulting in the item or service being completely unavailable. This may include situations where the system is unreachable by Pee Dee Regional Transportation Authority users or if the system is accessible, but there is no telematics data being presented to the user.
  - ii. Severe: Significant degradation that affects a large percentage of users or critical functions, resulting in the public website and/or mobile/native app being unreachable or not rendering the map and/or routes.
  - iii. Medium: Limited degradation that affects a limited number of users or non-critical functions, where business processes can continue. Examples may include non-functioning Vehicle Logic Unit (VLU), non-functioning Mobile Data Terminal (MDT), or non-functioning MDT software module.
  - iv. Minor: Small degradation that affects only one user and allows business processes to continue. Examples may include any software defect that does not drastically impact critical business functions.

10. CAD/AVL (Computer-Aided Dispatch/Automatic Vehicle Location) Hardware and System

- (a) CAD/AVL Requirements:
  - i. The proposed product must be a commercially available cloud-based platform that is already developed, deployed, and operational in the real world. The vendor shall host the platform, ensuring that no system software maintenance is required by the agency. The platform should be accessible through any modern web browser and should be entirely cloud-based, eliminating the need for VPNs. The product must have 99.9% uptime or better, including over-the-air updates and upgrades at no extra charge. Vendors must demonstrate recent software updates made to agencies using the software at no extra cost.
  - ii. The product must offer unlimited platform logins for agency staff and have an intuitive web-based user interface. The solution should provide a single sign-on point for operators to log in to all integrated components and systems, such as a tablet running on the Android operating system, capable of running on future Android versions. The system should track trip schedule adherence and receive automatic vehicle location (AVL) every five seconds or faster. The solution must publish vehicle location and run or block assignment information through an API accessible by the agency and update that API every five seconds or faster.
  - iii. The system shall start gathering AVL location data when the ignition is turned on and continue reporting until the ignition is turned off, based on a programmable time period (e.g., 30 minutes). The solution should integrate with vehicle head signs and destination signs.
  - iv. The solution should be compatible with the following optional features for providing next stop announcements:
    - a. SMS: The product should allow riders to access all passenger information, including predictions and service alerts, through an automated SMS service. This can be done by texting the stop ID to a designated phone number and receiving an automatic response with arrival times and any active service alerts.

- b. IVR: The product should also allow riders to access all passenger information, including predictions, through an automated Interactive Voice Response (IVR) service. Riders can call a designated phone number, enter a stop ID, and receive an automatic voice response with arrival times and any active service alerts.
  - c. The provider should have capability to transmit Automatic Passenger Count (APC) data in real-time through the cloud to facilitate loading information in passenger-facing tools.
  - d. The solution should include annunciation of stop names with necessary configurations such as which stops, what text, and where exactly to annunciate.
  - e. A web portal should be provided through which annunciation configurations can be easily customized after General Transit Feed Specification (GTFS) import or update.
  - f. The solution should also provide runtime reports to compare scheduled versus actual runtimes between segments, trips, or routes as an aid to tuning schedules.
  - g. The solution should be able to support an automated stop announcement system for the use of announcing upcoming stops both internally and externally.
- (b) Optional Passenger Infotainment
- i. To improve the customer experience, the agency is seeking an optional infotainment solution for its transit vehicles. The solution will supplement audio announcements by displaying public information, such as next stop, rider alerts, promotional and public service information, and transfer points. The agency requires a minimum of one monitor per selected vehicle, with the size, mounting locations, and brackets recommended by the Contractor based on the vehicle size.
  - ii. Infotainment Requirements:
  - iii. The solution must integrate and synchronize with the AVA system.
  - iv. It should be able to receive configuration data through GTFS and location/assignment API provided by a CAD/AVL system or be integrated with the CAD/AVL system.
  - v. The solution must display various types of content and accept multiple media types.
  - vi. It must integrate with the on-board public address (PA) system.
  - vii. The solution must have the ability to send/push ad-hoc "real-time" information to the display.
  - viii. It should be capable of creating location-based announcements/displays.
  - ix. The solution must display the next stop information after the departure from the previous stop and/or before reaching the next stop, giving the rider sufficient time to prepare for alighting.
  - x. The Contractor must provide a web portal to allow easy customization of display configurations after GTFS imports or updates.
- (c) Real-Time and Historical Service
- i. The real-time and historical APIs are intended to serve two purposes: first, to offer customer information to riders through third-party applications like Google Maps or its equivalent; and second, to allow any other application that the agency might use to access real-time and historical data about PDRTA service. These APIs can be provided as a standalone component that incorporates information from the CAD/AVL API.
  - ii. Requirements for Real-time and Historical Service APIs:
    - a. Provide GTFS Real-time 2.0-compliant Trip Updates and Vehicle Positions feeds, allowing the agency to download, own, and store all data under its own license terms.
    - b. All API endpoints should refer to GTFS feed IDs in the agency's GTFS dataset and update anytime there are changes to the dataset's IDs.
    - c. API endpoints should update at least every 5 seconds, or even faster, with real-time information from the CAD/AVL system.
    - d. Provide all data elements under a license that allows the agency to download, store, and own them for any purpose.
    - e. Dispatchers should have a graphical user interface (GUI) for understanding the real-time and historical status of the system, which can also be provided by the CAD/AVL system component.
    - f. Predictions should be compliant with GTFS-rt, including Vehicle Positions, Trip Updates, and Service Changes.
    - g. Predictions must be able to account for real-time service adjustments, including canceled trips, added trips, detours, skipped stops, and modified departure times.
    - h. Provide service alerts to inform passengers of any service disruptions.
- (d) Optional Electronic Driver Vehicle Inspection Reporting (eDVIR)
- i. The eDVIR system is a software application that automates and simplifies the reporting of maintenance issues by drivers and maintenance staff. It can either be integrated into the CAD/AVL system or exist as a separate component. Requirements for eDVIR include:
    - a. Customizable inspection components/requirements
    - b. Automation of driver pre- and post-trip inspections, in compliance with Federal Motor Carrier Safety Administration regulations 392.7 and 396.11

- c. Utilization of the same MDT/tablet as the CAD/AVL system Desired features of eDVIR include:
  - d. Automation of tracking and reporting engine diagnostics
  - e. Capability to take and attach pictures with MDT/tablet.
  - f. Integration with CAD/AVL and reporting components
- (e) Optional Automated Stop Announcement System
  - i. The system should be able to pair with GPS system to ensure that stops are called out correctly.
  - ii. The system should have the option to announce stops that are designated by agency staff.
  - iii. The system should have the ability to run a diagnostic test on its various components and send a diagnostic report to appropriate staff in the event of system malfunction.
  - iv. The system should have an emergency announcement feature that is tied into an emergency button/panic button on the bus.
  - v. The system should comply with all ADA standards.
  - vi. The option for multiple languages is preferred for this system.
- (f) Optional Automated Passenger Counters (APC)
  - i. The following are the requirements for APC hardware and data collection:
    - a. The vehicles must be equipped with Automatic Passenger Counters (APC) that can accurately track boardings and departures with a minimum accuracy of 95%.
    - b. The APC data must be integrated with the agency's public GTFS and GTFS-rt information, which means that the boarding and alighting data must be collected and matched to GTFS route IDs, trip IDs, block IDs, direction IDs, stop IDs, etc. No additional data feeds or configurations should be necessary.
    - c. The APC system must be able to calculate accurate vehicle occupancy figures based on the raw boarding and alighting data.
    - d. The APC system should be a standalone system that integrates with the CAD/AVL system.
    - e. The system should be capable of discriminating between passengers and non-passengers, detecting double backs, etc.
    - f. The system should be able to separately count successive passengers who are walking closely together, whether one behind the other or side by side.
    - g. The system should be able to differentiate between boarding and alighting and eliminate false positive counts.
    - h. The data collected by the APC should be automatically compiled and integrated into the cloud in real-time.
    - i. The system should be able to store and forward data if the MDC/VLU loses communication connectivity.
    - j. The data collected should include the date and time stamp, geo-coordinates, and bus stop locations.
    - k. The system should be able to provide real-time passenger counts in case of emergencies for authorities.
    - l. The system should be able to count the deployment of wheelchair ramps.
    - m. The system should be approved for NTD reporting.
    - n. The system equipment provided should be transferable to other transit vehicles.
    - o. The system should not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment, such as security equipment, engine controls, transmission, etc.
- (g) Optional APC Data Analysis, Reporting, and Support
  - i. Requirements for APC Analytics:
    - a. Conduct data cleansing to remove questionable data.
    - b. Allow adjustment of data for minor logical alterations to raw APC data
    - c. Include geographic analysis of valid APC data to present boardings and departures by stop.
    - d. Provide means to assign unknown boardings and departures to the stop before or after
    - e. Retain rejected data for data cleaning for a minimum of 90 days.
    - f. Requirements for APC Reporting:
      - g. Web-based APC reports with a user-friendly interface that is secure and password-protected.
      - h. Generate accurate reports scrubbed of errant data.
      - i. Provide reports for wheelchair lift usage.
      - j. Allow customization of ridership reports for specific time periods and data filtering
      - k. Allow open access to APC data that can be manipulated and analyzed in other data analytics platforms.
      - l. Generate ridership reports aggregated by stop, route, or trip.

- m. Allow export/download of reports in Excel, PDF, and other formats.
  - n. Generate reports for measures such as boardings, departures, boardings per revenue mile, boardings per revenue hour, boardings per trip, revenue miles, revenue hours, passenger miles, runtime between timepoints, trip runtimes, leaving load from a stop, and max trip load point.
  - o. Generate specific reports for National Transit Database (NTD) reporting of unlinked passenger trips (boardings) and passenger miles traveled by month and fiscal year using some or all the APC data.
- (h) Optional Passenger Facing App
- i. The system should accurately and reliably display live vehicle locations for all fixed routes.
  - ii. A desired feature of the system is the ability to notify passengers of service delays or changes.
  - iii. The system should be well-maintained and compatible with all major current operating systems.
  - iv. The system should include a route planning function that enables passengers to input their starting and ending locations, with the system then providing the optimal route to reach their destination.
- (i) Optional Vehicle Diagnostic and Maintenance Units
- i. The system should monitor all vehicles and accurately display any fault codes.
  - ii. The system should have the capability to track vehicle locations, providing maintenance crews with incident locations.
  - iii. The system should communicate with the vehicle's onboard computer to record the following:
    - a. Oil level and life
    - b. Approximate gas levels
    - c. DEF levels (if applicable)
    - d. Tire pressure
    - e. Odometer
    - f. Current speed of the vehicle
    - g. Engine health
  - iv. The system should include a ticketing system to track vehicle maintenance, such as but not limited to:
    - a. Oil changes
    - b. Damage or repair work
    - c. Tire replacements
    - d. General maintenance
      - 1. The system should have the capability to alert the appropriate personnel to upcoming services or maintenance based on vehicle date or mileage.
- (j) Optional Employee Scheduling and Timekeeping
- i. Ideally, the system should be able to schedule employees based on:
    - a. Start location
      - 1. Employee home location in relation to fixed routes
    - b. Number of hours employees can work vs. allotted hours per period.
    - c. Scheduling preferences
    - d. Certifications
    - e. Adaptive scheduling for fill-ins or cross-cover as needed.
  - ii. The system should be able to record how many hours a driver has performed:
    - a. Per day
    - b. Per week
    - c. Per month
  - iii. The system should maintain accurate records, including but not limited to:
    - a. Driver's license expiration date
    - b. CDL license expiration date
    - c. Quarterly certifications
    - d. Yearly certifications
      - 1. Custom fields and certifications specific to PDRTA
  - iv. The system should alert the appropriate personnel when training, certifications, and licenses need renewal, as well as when schedules are posted or changed.
  - v. The system should be capable of planning employee schedules for a minimum of two (2) weeks.
- (k) Optional Pre-Trip and Post-Trip Inspections
- i. The system should support drivers in completing pre- and post-trip inspection reports, which can be sent to the relevant parties.
  - ii. Inspection items should include but not be limited to:
    - a. Start miles.
    - b. End miles.
    - c. Miles until the next oil change/service

- d. Exterior dents, scrapes, and cracks
  - e. Windshield condition
  - f. Tire pressure
  - g. Wheelchair lift status
  - iii. The system should be capable of flagging predetermined items as non-drivable issues.
    - a. When a non-drivable issue is reported, a report should be immediately sent to the appropriate personnel.
  - iv. The system should allow for the input of custom inspection items for drivers to complete.
  - v. The system should require that a pre- and post- trip inspection be completed and submitted before a fixed route can be selected.
- (l) Optional VOIP System
- i. The system should allow for communication between PDRTA central offices and their assets.
  - ii. The system should be hands free and should not prohibit or interfere with the operation of a vehicle.
  - iii. The system should allow for:
    - a. All fleet communication
    - b. Group communication
    - c. Point-to-point communication
  - iv. The system should be cloud-based and accessible through standard internet or cellular communication.
  - v. The system should have some form of redundancy in case of cellular disruption.
  - vi. The system should be closed loop and not allow external communication to broadcast on the system.
- (m) Optional Safety and security System
- i. The system should record both audio and video.
    - a. Video should be downloaded at a minimum resolution 720p but should have options to download in 1080p or higher.
  - ii. The system should securely store all audio and video data by means of:
    - a. Physical security
      - 1. Lock box
      - 2. Metal enclosure
      - 3. Anti-tamper screw
      - 4. Anti-tamper housing
    - b. Video encryption that meets current industry standards
  - iii. The system should be cloud based and accessible through a standard internet connection
  - iv. The system should have local storage that can keep video and audio recordings of 1080p for a minimum of 90 days.
  - v. The system should have cloud storage for a minimum of 90 days with options to increase storage size.
  - vi. The system should be able to tag and mark videos for official use.
    - a. The system should allow for export of all video and audio recording that any 3rd party may need i.e.:
      - 1. Insurance claims
      - 2. Local law enforcement
      - 3. Emergency services
  - vii. The system should have or be paired with a GPS unit for use of identifying where a vehicle is if/when an incident occurs.
  - viii. The system should show the direction and speed of a vehicle in real time and in playback.
  - ix. The system should have a discrete emergency button for the driver to use at their discretion.
  - x. The system should be set up in a way that eliminates all blind spots and allows for the most amount of internal and external viewing angles.
  - xi. The system should send alerts to appropriate parties when the system detects:
    - a. Sudden acceleration or deceleration
    - b. Harsh turns
    - c. Long idles (outside of specified parameters)
    - d. Hard breaking
    - e. Crash detection
  - xii. The ideal system should have proximity sensors that indicates:
    - a. Close proximity to vehicles
    - b. Close proximity to fixed objects
      - 1. Curbs
      - 2. Poles
      - 3. Barricades
- (n) Optional Run Cut Program

- i. The system should be able to create routes based on imputed stop locations.
- ii. The system should allow for edits to the routes based on factors such as:
  - a. The road does not meet agency requirements for travel.
  - b. Road override base on certain entrances or alleys that need to be traversed.
- iii. The ideal system should suggest optimized routes based on agency perimeters:
  - a. Number of stops
  - b. Number of drivers to support area
  - c. Hours of service
  - d. Time per route
- iv. The ideal system should be able to display relative information on a particular area:
  - a. Approximate population
  - b. Population density
  - c. Approximate annual income
  - d. Approximate employment statistics
- v. The system should be able to export its data as:
  - a. GTFS File
    - 1. Runcut.txt
    - 2. Run\_id
  - b. KML File
  - c. KMZ File
- vi. The ideal system should be able to evaluate all generated routes and make suggestions on:
  - a. Fuel Efficiency
  - b. Quickest route
  - c. Highway avoidance
  - d. Most direct route
  - e. Optimized route
  - f. Traffic avoidance
- vii. The system should be able to predict arrival and departure times based on the information provided.
- viii. The system should be able to generate time.
- ix. The system should auto draw routes that snap to the street and not rely on individual waypoints to be placed for route creation.
- x. The ideal system should be able to export agency data and information to 3rd party agencies such as:
  - a. Google maps
  - b. Apple maps
  - c. And other mapping companies.

11.

Intelligent Transportation System (ITS) SYSTEM'S IDEAL CHARACTERISTICS				
Item/Section	Required, Optional, or Preferred	Requirement	Vendor Comments	Comply, Modify, Non-Comply
<b>1.0.0 General</b>				
1- General	Required	Implementation must be completed by March 28, 2024 as this is when Pee Dee Regional Transportation Authority's current service agreement is set to expire		
2-General	Required	Provide electrical and troubleshooting manuals		
<b>1.0.1 Customer Service</b>				
1-Customer Service	Required	Customer Service and Technical Support must be able to respond to questions and issues from Monday - Saturday 05:00am to 7:00pm Eastern Time		
<b>1.0.2 Future Developments</b>				

1-Future Developments	Preferred	The proposer is responsible for providing a comprehensive timeline of future system developments, which may encompass various aspects such as software updates, hardware updates, and new features. This timeline should outline the proposed milestones, their estimated completion dates, and any relevant details regarding the planned developments. By including these elements, the proposer can provide a clear roadmap for the future evolution of the system		
<b>1.0.3 Automatic Vehicle Location (AVL)</b>				
1-Automatic Vehicle Location (AVL)	Required	The proposer should ensure that Automatic Vehicle Location (AVL) is available on all vehicles. To meet this requirement, the proposer needs to identify the manufacturer and model for the GPS tracking unit and antenna. It's important to note that internal tablet GPS antennas are not suitable for AVL tracking on fixed route vehicles. Therefore, the proposer should consider alternative GPS tracking units and antennas specifically designed for AVL purposes to ensure accurate and reliable location tracking for the vehicles		
2-Automatic Vehicle Location (AVL)	Required	The AVL shall operate without interaction/input from the vehicle operator		
<b>1.0.4 Computer Aided Dispatch (CAD)</b>				
1-Computer Aided Dispatch (CAD)	Required	The system shall provide a comprehensive set of Computer Aided Dispatch features that will allow for effective and efficient monitoring and control of fixed-route and paratransit vehicles. Please explain the types of CAD functions provided by the proposed ITS for fixed route and paratransit vehicle usage		
2-Computer Aided Dispatch (CAD)	Required	The ITS/CAD shall accurately monitor the route and schedule adherence of all fixed route revenue vehicles that are operating on defined schedules. The system must, at a minimum, calculate on-time performance based on departure times. Ideally, the system will handle both arrival and departure times in calculating on-time performance. Explain how the offered ITS will address the monitoring of route and schedule adherence for fixed route		

		vehicles. Describe how the proposed System handles interlined routes		
3-Computer Aided Dispatch (CAD)	Required	The ITS shall provide an interactive map interface allowing current and historical vehicle position histories to be displayed		
4-Computer Aided Dispatch (CAD)	Required	Maps and overlays shall be accurate and easy for PDRTA Staff to use and interpret		
5-Computer Aided Dispatch (CAD)	Required	Historical data shall be available to be queried by route history and vehicle history		
6-Computer Aided Dispatch (CAD)	Required	The map shall support a variety of attributes including all roads, fixed routes, transit centers/hubs, time points, and bus stops within PDRTA service area Preference will be given to systems that provides up to date satellite view of maps. Describe how the maps and overlays will be created, refined, updated, and maintained identify who will be responsible for such tasks. Vendor shall provide map updates annually for the contract period at no additional cost as part of the software maintenance agreement		
7-Computer Aided Dispatch (CAD)	Required	The interactive map shall have the ability to pan and zoom in and out, and restrict the display to show specific vehicle(s), route(s), area, etc. Proposer should provide examples of CAD map displays		
8-Computer Aided Dispatch (CAD)	Required	A status screen should display all Active Vehicles with: Operator On Time Performance Bus Capacity Trip Run Route Upcoming Stops & Arrival Time Speed		



9-Computer Aided Dispatch (CAD)	Required	The CAD shall contain error flagging for: Off Route Vehicles Unassigned Trip Incorrectly Assigned Trip Duplicate trips Duplicate Drivers		
10-Computer Aided Dispatch (CAD)	Required	Two Way Messaging with Bus Operator with canned messages for Operator response and free text for Dispatch		
11-Computer Aided Dispatch (CAD)	Required	Ability to assign/correct Bus Assignments remotely from Dispatch		
12-Computer Aided Dispatch (CAD)	Required	Ideally, vehicle positions shall be updated between 3-5 seconds Specify the intervals in which vehicle positions on this display are automatically updated		
<b>1.0.5 Reporting Capabilities</b>				
1 - Reporting Capabilities	Required	All data and results produced by ITS functions shall be accessible for display, printing, and exporting data that can be viewed and edited with standard office software (e.g., PDF, CSV, etc.)		
2 - Reporting Capabilities	Preferred	The system should be able to provide the option for customized reports		
3 - Reporting Capabilities	Required	Vehicle history: location, speed, stop time, etc.		
4 - Reporting Capabilities	Required	Detail report or “data dump” of non-aggregated data available for download by PDRTA Staff		
5 - Reporting Capabilities	Required	Boarding and alighting for all stops Specify how this data is provided and whether the data is available using a report generation tool If so, how many attributes can the report use to narrow down boarding/alighting data? For example: can data be narrowed by route, by stop, by day, by hour, etc.? Interactive map reporting that, for example, allows users to click on stops to view boarding/alighting information for that specific stop only		
6 - Reporting Capabilities	Required	Arrival times and departure times for all stops. Specify how this data is provided and whether the data is available: Using a report generation tool If so, how many attributes can the report use to narrow down arrival data? For example: can data be narrowed by route, by stop, by day, by hour, etc.? Using an interactive map; for example, does a mapping interface allow users to click on stops		

		to generate arrival information for that specific stop only		
7 - Reporting Capabilities	Required	Ridership by route, time of day, customizable by route run, and boardings/alighting at each bus stop		
8 - Reporting Capabilities	Required	Federal Transit Administration (FTA) National Transit Database (NTD) reports to include: Passenger miles traveled (PMT) Average passenger trip length (APTL) Revenue Miles Service Miles Revenue Hours Service Hours Deadhead miles Deadhead hours Unlinked Passenger Trips Provide all data needed to complete the NTD S-10 Form		
<b>1.0.6 Users and Licenses</b>				
1 - Users and Licenses	Required	Proposers shall provide an unlimited number of licenses/users to the platform/CAD software		
2 - Users and Licenses	Required	System should have the ability to create different user roles		
3 - Users and Licenses	Preferred	User roles should have the ability to customize user permissions		
<b>1.0.7 Remote Device Access</b>				
1 - Remote Device Access	Preferred	The system ideally should allow for remote access to the tablet/system allowing dispatch/management to see what the driver is seeing, adjust settings, or restart the device remotely		
<b>1.0.8 Data Integrity &amp; Verification</b>				
1 - Data Integrity & Verification	Preferred	There must be a simple, user-friendly system that allows for verification of passenger counts, number of trips, vehicle mileage, revenue service hours, and allows for corrections		
2 - Data Integrity & Verification	Preferred	Ideally this system would highlight data or issue a warning when data is outside of normal parameters		
<b>1.1.0 Solutions for Fixed Route Service</b>				
1 - Solutions for Fixed Route Service	Required	PDRTA currently uses Syncromatics to generate its maps and GTFS data. The system should be able to import data from the previous system or GTFS data and allow for edits and validation. The system is required to ingest this data as the source for all blocking and scheduling or provide an alternative at no cost		

1.1.1 Fixed Route – General

1 – Fixed Route General	Required	The system MUST work with both schedule-based and frequency-based service types. PDRTA Fixed Route system runs on a schedule-based system but special events are common, the system will need to be able to accommodate special events, detours, or road closures. Proposers can submit alternative solutions if available		
2 – Fixed Route General	Required	The system shall be a web-based platform/database		
3 – Fixed Route General	Required	The system shall allow PDRTA Staff to perform many functions without Contractor support by managing vehicles, routes, and overall operations		
4 – Fixed Route General	Required	The system shall provide a customer platform		
5 – Fixed Route General	Required	The customer platform shall allow customers to view buses traveling along routes in real-time with stop amenities and route schedules Customers should be able to click on a bus stop on the map to get arrival times		
6 – Fixed Route General	Required	The system shall support the use of PDRTA assigned user roles and passwords, including a logon, logoff feature that is password protected and shall allow a user to logon to a specific user access level		
7 – Fixed Route General	Required	PDRTA Staff shall have full capability to add, delete, or modify users, groups, or roles in any systems and shall have full administrative rights to do so		
8 – Fixed Route General	Required	The system shall allow PDRTA to edit the route lines, stop locations, vehicle announcements, end of line points, and other standard functions of a transit system		
9 – Fixed Route General	Required	The system shall support multiple CAD users without creating data conflicts with or overriding actions by other users		
10 – Fixed Route General	Required	The system shall have the ability to import a database of stops from spreadsheets (CSV, Excel, etc.), including multiple characteristics such as: Location, Amenities at stop (shelters, benches, bike racks, trash cans, etc. )Locations (latitudes and longitudes)ADA accessibility		
11 – Fixed Route General	Required	PDRTA Staff shall have the ability to create geofences for: Speed, Bus Stops, Facilities (example: bus garage)		

12 – Fixed Route General	Required	PDRTA Staff shall have the ability to create geo-fences for announcements		
13 – Fixed Route General	Preferred	PDRTA staff shall have the ability to manage all fleet vehicles in real-time with built-in features, including live traffic updates to maintain on-time performance and make informed rerouting decisions		
14 – Fixed Route General	Required	The system shall show vehicles moving on a route map while showing routes, bus stop schedules, and other amenities available for customers to view		
15 – Fixed Route General	Required	The system shall provide customer alert and announcement options for: Texting, Email, mobile app, social media, and customer platform website		
16 – Fixed Route General	Required	The system shall be programmable with blocking from the run cut so buses will move between routes without requiring PDRTA operations staff to adjust which buses are assigned to a given route, while accounting for layovers and interlining routes and service types		
17 – Fixed Route General	Required	The customer facing mobile app (iOS and Android) shall be user-friendly, determined by PDRTA Staff, that allows customers to track buses, see schedules, and find bus stops		
18 – Fixed Route General	Required	The customer facing mobile app should allow customers to signup for “next bus” alerts and show real time arrival of all buses on route		
19 – Fixed Route General	Required	The system should allow PDRTA Staff to have the ability to include ad-hoc vehicle blocks to the CAD system when extra bus service is provided or to combine routes when there is a driver shortage. This option should allow same day changes		
20 – Fixed Route General	Preferred	The system should include health reporting on the state of system, each bus, and all connected devices		
<b>1.1.2 Optional Integration with Cradlepoint Technology</b>				
1 - Optional Integration with Cradle Point technology	Note to Proposer	All PDRTA vehicles currently operate using a Getac ZX-70 tablet, with a Verizon SIM card utilizing Verizon Frontline Services. Currently, no vehicle in PDRTA has a Cradlepoint device installed. Proposer can add an additional section for purchase, installation, and validation of Cradlepoint if the ITS system requires the use of such devices		

2 -Optional Integration with Cradlepoint technology	Optional	Proposers should include the option to install cellular modems such as a Cradlepoint R1900 This option can be exercised at any point in the life of the contract		
<b>1.1.3 Removal of existing Havis Docks</b>				
1 - Removal of existing Havis Docks	Required	Currently, PDRTA’s ITS System uses a Getac ZX-70 tablet with a Havis Dock Proposers will need to remove the current docks and provide a more ideal placement for hardware		
<b>1.1.4 Vehicle logic unit (VLU)</b>				
1 - Vehicle logic unit (VLU)	Required	The VLU shall act as the central processor, data storage, and device manager for all onboard devices		
2 - Vehicle logic unit (VLU)	Required	The VLU shall integrate all in-vehicle ITS functions and hardware, including the GPS receiver, APCs, AVAS, Destination Signs, etc.		
3 - Vehicle logic unit (VLU)	Required	The VLU shall compute the vehicle position, speed, and direction based on multiple positioning systems and inputs including the GPS receiver		
4 - Vehicle logic unit (VLU)	Optional	The VLU shall include secondary position system consisting of an odometer interface or other dead-reckoning device		
5 - Vehicle logic unit (VLU)	Required	Ideally, the system shall compute and update onboard vehicle position information every 5 seconds or less and shall provide that position information to other onboard devices as needed. Specify the intervals in which vehicle positions on this display are automatically updated		
6 - Vehicle logic unit (VLU)	Required	Location data shall be sufficiently precise to accurately and reliably identify the location of each vehicle on the street network. At a minimum, vehicle location shall be accurate to within ten feet (10') ninety-five percent (95%) of the time		
7 - Vehicle logic unit (VLU)		The system shall provide location reports to the system as follows:		
8 - Vehicle logic unit (VLU)	Required	a) Routine location reports shall be provided on a regular basis regardless of whether it is logged-on or not Proposer shall include GPS update frequency		
9 - Vehicle logic unit (VLU)	Required	b) Event-based location reports shall be provided every time the vehicle departs from, or passes by, a stop or time-point so that real-time passenger information systems are updated		
10 - Vehicle logic unit (VLU)	Required	c) Position reports shall be provided when the vehicle enters and departs the Downtown Bus Terminal and Connection Points		

11 - Vehicle logic unit (VLU)	Required	The VLU's GPS antenna shall be installed as a replaceable/upgradeable roof-mounted unit		
12 - Vehicle logic unit (VLU)	Required	Indicate any vehicle that is not reporting its status and location within a configurable time period		
13 - Vehicle logic unit (VLU)	Required	Connect with available onboard circuits and record date, time, and location when the onboard circuit events occur, such as, but not limited to: Front Door Open Rear Door Open Lift/Ramp Deployment, Bicycle Rack (no buses currently have sensors, please provide an OPTION is available for this)Stop Requested		
14 - Vehicle logic unit (VLU)	Required	The system shall check daily for and download bulk data files containing service, operator assignment, and other information from the central computer system. Capacity shall be provided to allow for storage of at least two full bus service schedule changes of data. The system shall also allow for a data push for same day changes		
15 - Vehicle logic unit (VLU)	Required	In the event that internet connectivity is lost, all data shall be stored locally on the VLU until connectivity is re-established. After the connection is established, all data should be pushed to the server The server shall post-process the data. This requirement is to guarantee delivery and ensure no data is lost		
16 - Vehicle logic unit (VLU)	Required	In the event that internet connectivity it lost, the system shall function as normal until connectivity is re-established		
17 - Vehicle logic unit (VLU)	Required	The VLU shall have sufficient non-volatile memory capacity to store at least seven (7) days of data, assuming up to eighteen(18) revenue hours per day		
18 - Vehicle logic unit (VLU)	Optional if needed	In the event the vehicle needs to offload data when the vehicle has completed service for the day, the VLU shall have a PDRTA configurable parameter of zero (0) to 30 minutes that controls the power down of the VLU and MDT after the vehicle master ignition switch is turned "off"		
19 - Vehicle logic unit (VLU)	Preferred	The VLU shall inform all managed devices to initiate a graceful power-down of itself and the MDT at a PDRTA configurable time zero (0) to 30 minutes before power-down is activated		

20 - Vehicle logic unit (VLU)	Preferred	Upon reaching the power-down threshold, the VLU shall completely remove power from all connected devices and itself		
21 - Vehicle logic unit (VLU)	Preferred	If the vehicle operator has not logged off, the system shall automatically log off, prior to power down activation		
<b>1.1.5 Mobile Data Terminal (MDT) Display</b>				
1 - Mobile Data Terminal (MDT) Display	Required	The display (a tablet or screen in view of the Operator) should be an industry-proven, open-architecture technology that is easy to replace when damaged and made to withstand the rigors of fixed-route service vehicles including, but not limited to, minivans, cutaways, trolleys, and heavy duty buses (including electric buses). All upgrades to technology, both hardware and software, should be part of the per-bus contract price to avoid unforeseen costs in the future		
2 - Mobile Data Terminal (MDT) Display		The MDT shall be equipped with a touch-screen display that meets the following requirements:		
3 - Mobile Data Terminal (MDT) Display	Required	a) Ability to be used by Operators wearing gloves		
4 - Mobile Data Terminal (MDT) Display	Required	b) Readable by Operators wearing polarized lenses		
5 - Mobile Data Terminal (MDT) Display	Required	c) Sufficient brightness to be readable in direct sunlight		
6 - Mobile Data Terminal (MDT) Display	Required	d) Dimmed or night mode operation that will automatically reset for daytime operation		
7 - Mobile Data Terminal (MDT) Display	Required	e) A minimum size of seven (7) inches as measured diagonally		
8 - Mobile Data Terminal (MDT) Display	Required	f) A minimum resolution of 640x480 pixels		
9 - Mobile Data Terminal (MDT) Display	Preferred	g) Contain a speaker to be used to provide audio alerts		
10 - Mobile Data Terminal (MDT) Display	Preferred	h) The MDT display shall include functionality, configured by PDRTA, to display different font, size, icons, buttons, colors, and styles on the screen		
11 - Mobile Data Terminal (MDT) Display	Preferred	The MDT shall allow an Operator to set MDT brightness, text size, and volume settings within pre-defined limits		
12 - Mobile Data Terminal (MDT) Display	Preferred	All settings shall return to their default values that PDRTA has set when a new logon occurs		
13 - Mobile Data Terminal (MDT) Display	Preferred	The MDT shall display the current block, run, route, trip, next three bus stops, text messages, detour information, and data communications system status		

14 - Mobile Data Terminal (MDT) Display	Preferred	The MDT shall receive messages from the CAD system, alerting the Operator with an audible and visual signal when a new message has been received		
15 - Mobile Data Terminal (MDT) Display	Preferred	The MDT shall allow operator to send a yes/no response and acknowledgement to “response required” messages received from the system		
16 - Mobile Data Terminal (MDT) Display	Preferred	Show the bus moving on a map with route overlay and provide turn-by-turn directions		
17 - Mobile Data Terminal (MDT) Display	Preferred	The MDT shall store pre-defined messages that may be sent by the Operator to the CAD system All pre-defined messages sent to dispatch shall include the date, time, and vehicle ID The pre- defined messages shall be configurable by the system administrator from the system		
18 - Mobile Data Terminal (MDT) Display	Preferred	Clarify any detours A detour will be either scheduled in advance (through the scheduling software or the dispatcher’s workstations)		
19 - Mobile Data Terminal (MDT) Display	Preferred	A detour should also be defined in real-time, including the capability of showing last minute detours such as for a collision or emergency road repair		
20 - Mobile Data Terminal (MDT) Display	Required	The MDT shall display on-time performance (early, on-time, late) Ideally, an audible tone would plan when a bus is running ahead of schedule/early		
21 - Mobile Data Terminal (MDT) Display	Required	After the initial login by the Operator, the MDT shall automatically switch between trips/routes, based on the programed schedule in the CAD, without requiring Operators to change trips/routes, while accounting for layovers and interlining routes and service types		
22 - Mobile Data Terminal (MDT) Display	Required	The MDT shall allow the Operator to select which route, run, and/or block they are scheduled for		
23 - Mobile Data Terminal (MDT) Display	Required	The MDT shall, based on the schedule, automatically know when the vehicle is deadheading		
24 - Mobile Data Terminal (MDT) Display	Preferred	The MDT shall allow for a customizable counter for bicycle and mobility device counters configurable by PDRTA		
25 - Mobile Data Terminal (MDT) Display	Required	The MDT shall power up automatically when the vehicle ignition is turned on and shall power down a programmable time after the vehicle ignition is turned off		



26 - Mobile Data Terminal (MDT) Display	Preferred	Driver input functions (such as trip switching and counter inputs, except panic button functions) shall be disabled while the vehicle is in motion		
27 - Mobile Data Terminal (MDT) Display	Preferred	The MDT shall be replaceable as discrete units		
28 - Mobile Data Terminal (MDT) Display	Preferred	The MDT shall display a Maintenance Screen that monitors all connections to the server and all connected equipment For example, the screen shall indicate if data is being uploaded and downloaded, if the APCs/AVAS is working, connectivity to, GPS reception, destination sign status, fare box connection status (if option selected), etc.		
<b>1.1.6 Definition of Stops (Flag, Time Points, Stop Points, and Layovers)</b>				
1 - Definition of Stops (Flag, Time Points, Stop Points, and Layovers)	Preferred	The system should be capable of defining stops as: Flag Time Points, Stop Points, and Layovers		
<b>1.1.7 Assignment of Trips/Stops</b>				
1 - Assignment of Trips/Stops	Preferred	The system should be capable of quick changes to a route, including corrections to driver/operator errors Example: Adding a stop back to a route that was performed early by accident Changes to assignments should not require a restart of the tablet, or a logout and login to receive changes The system should automatically update and refresh for both Dispatch and Operators		
<b>1.1.8 Fixed Route - Reporting Capabilities</b>				
1 - Fixed Route -Reporting Capabilities	Required	The system shall allow PDRTA to access a wide variety of standard and ad-hoc reports in a user-friendly and intuitive user interface Reporting capabilities shall include, but not be limited to the following:		
2 - Fixed Route -Reporting Capabilities	Required	Proposer shall provide a data warehouse that serves as an aggregator for all information (data) generated by the system		
3 - Fixed Route -Reporting Capabilities	Required	Data storage provided as part of the warehouse shall be sufficient to store for three (3), five (5), or ten (10) year of data generated by systems provided under this contract Proposer to provide pricing for all storage options		
4 - Fixed Route - Reporting Capabilities	Required	Vendor shall make all data available for 1 year after the end of the contract		
5 - Fixed Route - Reporting Capabilities	Required	Data that is entered into the system shall be easily queried Data shall be available for query for a minimum of		

		three (3) years, without loading archived data		
6 - Fixed Route -Reporting Capabilities	Required	The PDRTA shall always maintain ownership and control of the data stored in the data warehouse No confidential data (network, financial, employee, customer, etc. ) shall be hosted on any third-party or vendor system without the express written permission of the PDRTA		
7 - Fixed Route -Reporting Capabilities	Required	The system software suite shall include reporting capabilities to generate both standard reports based on pre-established criteria, as well as customized reports based on a user-definable set of search criteria		
8 - Fixed Route - Reporting Capabilities		Reports shall be configurable and filterable based upon common criteria in the transit industry, including system wide service reports:		
9 - Fixed Route - Reporting Capabilities	Required	a) temporal (time window, day, week, month, quarter, year, multiple years)		
10 - Fixed Route - Reporting Capabilities	Required	b) by service (route, run, block, stop)		
11 - Fixed Route - Reporting Capabilities	Preferred	d) by operator ID		
12 - Fixed Route - Reporting Capabilities	Preferred	e) by vehicle ID and		
13 - Fixed Route - Reporting Capabilities	Preferred	f) by operator name		
14 - Fixed Route - Reporting Capabilities	Preferred	The system shall provide operator data (set by start/end dates) to summarize:		
15 - Fixed Route - Reporting Capabilities	Preferred	a) Operator assignments		
16 - Fixed Route - Reporting Capabilities	Preferred	b) Vehicle assignments		
17 - Fixed Route - Reporting Capabilities	Preferred	c) Block/route/route pattern and trip assignments		
18 - Fixed Route - Reporting Capabilities	Preferred	d) Any incidents and incident types		
19 - Fixed Route - Reporting Capabilities	Preferred	e) On-time schedule performance		
20 - Fixed Route - Reporting Capabilities	Preferred	f) Mileage off route		
21 - Fixed Route - Reporting Capabilities	Preferred	g) Mileage in detour		
22 - Fixed Route - Reporting Capabilities	Preferred	h) Mileage achieved versus mileage scheduled		
23 - Fixed Route - Reporting Capabilities		The system shall provide individual vehicle data (set by start/end dates) to summarize:		
24 - Fixed Route - Reporting Capabilities	Preferred	a) Vehicle assignment		

25 - Fixed Route - Reporting Capabilities	Preferred	b) Mechanical failures		
26 - Fixed Route - Reporting Capabilities	Preferred	c) Block/run/route/route pattern/trip assignments		
27 - Fixed Route - Reporting Capabilities	Preferred	d) Any incidents and incident types		
28 - Fixed Route - Reporting Capabilities	Preferred	e) Route group and block number within a time period or date range or both		
29 - Fixed Route - Reporting Capabilities	Required	The system shall provide performance data that summarize on-time performance by:		
30 - Fixed Route - Reporting Capabilities	Required	a) Timepoint or entire route		
31 - Fixed Route - Reporting Capabilities	Required	b) Block, route, route pattern, and trip		
32 - Fixed Route - Reporting Capabilities	Required	c) Operator		
33 - Fixed Route - Reporting Capabilities	Preferred	d) Time of day, day of week, month of year, service or calendar day, and schedule		
24 - Fixed Route - Reporting Capabilities	Preferred	e) Type (e.g. weekday, Saturday, Sunday, holiday)		
25 - Fixed Route - Reporting Capabilities	Preferred	f) Stop, transit center, or other specific locations, including time points not located at stops or transit centers		
26 - Fixed Route - Reporting Capabilities	Preferred	g) Arrival and departure time at stop and stop segments		
27 - Fixed Route - Reporting Capabilities	Preferred	h) Dwell times by route and by stop		
28 - Fixed Route - Reporting Capabilities	Preferred	i) A map of aggregated trip data to show where on a route that on-time performance is an issue		
29 - Fixed Route - Reporting Capabilities	Required	The system shall provide monthly and annual National Transit Database (NTD) reports in NTD report formatting or customized to PDRTA Staff preference		
30 - Fixed Route - Reporting Capabilities	Preferred	PDRTA prefers a NTD reporting system that has been successful certified at multiple transit agencies		
31 - Fixed Route - Reporting Capabilities	Required	If the NTD reporting tools are separate from the base ITS System, the system shall be hosted by the vendor and shall not utilize PDRTA IT resources		
32 - Fixed Route - Reporting Capabilities	Required	The system security shall provide features to maintain data integrity, including error checking		
33 - Fixed Route - Reporting Capabilities	Required	The system shall allow the PDRTA the ability to review, modify, and correct data within all reporting modules		

1.2.0 Intelligent Transportation System (ITS) SYSTEM'S IDEAL CHARACTERISTICS

1 - Real-Time Information by Phone and Text	Preferred	The system shall allow each stop to have a unique four digit stop code, assigned by PDRTA. PDRTA customer should be able to send an SMS text message or call a number (IVR), enter the stop code, and receive real-time information on the schedule and next arriving bus		
<b>1.2.1 Destination Sign Integration</b>				
1 - Destination Sign Integration	Preferred	All Fixed Route PDRTA buses are equipped with Luminator, Twin Vision, and Transign Destination Signs The system shall integrate with the Destination Signs to allow a single point of sign on through the MDT that automatically updates the Destination Sign		
2 - Destination Sign Integration	Preferred	The MDT should allow for manual control of the Destination Sign using the Destination Sign OCU		
3 - Destination Sign Integration	Preferred	The VLU shall allow the Operator (using the MDT) or dispatcher (using remote access) to manually override the destination sign		
4 - Destination Sign Integration	Preferred	If possible, PDRTA prefers that Destination Signs are able to be programmed remotely and pushed to vehicles		
<b>1.2.3 General Transit Feed Specification (GTFS)</b>				
1 - General Transit Feed Specification (GTFS)	Required	The PDRTA wishes to continue to facilitate easy distribution of real-time transit information To support this the proposer shall provide free use API endpoints		
2 - General Transit Feed Specification (GTFS)	Required	The proposer shall provide free use of GTFS-RT feeds that are synced with a static GTFS feed source designated by PDRTA Staff The ITS system shall be the official GTFS of the agency and used for all information		
3 - General Transit Feed Specification (GTFS)		API endpoints open for free use by any developer, providing the following formats:		
4 - General Transit Feed Specification (GTFS)	Required	a) GTFS-Realtime Trip Updates		
5 - General Transit Feed Specification (GTFS)	Required	b) GTFS-Realtime Vehicle Positions		
6 - General Transit Feed Specification (GTFS)	Required	c) GTFS-Realtime Service Alerts		
7 - General Transit Feed Specification (GTFS)	Required	d) GTFS static		
8 -General Transit Feed Specification (GTFS)	Required	The GTFS and GTFS-RT must follow these specifications: <a href="https://developers.google.com/transit/gtfs/reference">https://developers.google.com/transit/gtfs/reference</a> <a href="https://developers.google.com/transit/gtfs-realtime/reference">https://developers.google.com/transit/gtfs-realtime/reference</a>		

9 - General Transit Feed Specification (GTFS)	Required	The GTFS feed must include real-time capacity information from the APCs		
10 - General Transit Feed Specification (GTFS)	Required	The GTFS should be the complete file for public consumption		
11 - General Transit Feed Specification (GTFS)	Preferred	The system shall include all provisions necessary to update and publish all GTFS data related to bus fares		
12 - General Transit Feed Specification (GTFS)	Required	The system should have the capability to publish real-time changes to routes or schedules without the need for pre-scheduling (I e making changes 24 hours in advance)		
13 - General Transit Feed Specification (GTFS)	Required	Alerts published to GTFS feeds should include the alert title, date(s) affected, cause of issue, impact on service, and option for a photo, and an option to publish a translated alert		
14 - General Transit Feed Specification (GTFS)	Required	All GTFS feeds must be of proven quality to allow for integration into Google Maps		
15 - General Transit Feed Specification (GTFS)	Required	The proposer should supply all services (I e cloud hosting, support, server expenses, etc....) necessary for the continued operation of these items with 99% or greater uptime for the duration of the contract period		
16 - General Transit Feed Specification (GTFS)	Required	All data in any format retrieved from these endpoints and interfaces must be fully owned by the PDRTA or licensed in such a way that the PDRTA has free, unrestricted, transferrable, and irrevocable rights to store and use said data, including its combination with other datasets		
<b>1.2.4 Transit Signal Prioritization (TSP)</b>				
1 - T+A1:E70ransit Signal Prioritization (TSP)	Optional/Preferred	Proposers should provide any experience and or options they have with Transit Signal Prioritization		
<b>1.3.0 Optional Passenger Infotainment</b>				
1-Optional Passenger Infotainment	Note to Proposer	PDRTA does not currently have infotainment devices on its vehicles		
2-Optional Passenger Infotainment	Preferred	The system should be able to receive configuration data through GTFS and location/assignment API provided by a CAD/AVL system or be integrated with the CAD/AVL system		
3-Optional Passenger Infotainment	Preferred	The solution must display various types of content and accept multiple media types		
4-Optional Passenger Infotainment	Preferred	The system must integrate with the on-board public address (PA) system		
5-Optional Passenger Infotainment	Preferred	The solution must have the ability to send/push ad-hoc "real-time" information to the display.		

6-Optional Passenger Infotainment	Preferred	The system should be capable of creating location-based announcements/displays		
7-Optional Passenger Infotainment	Preferred	The solution should display the next stop information after the departure from the previous stop and/or before reaching the next stop, giving the rider sufficient time to prepare for alighting		
8-Optional Passenger Infotainment	Required	The Contractor must provide a web portal to allow easy customization of display configurations after GTFS imports or update		
<b>1.4.0 Optional Electronic Driver Vehicle Inspection Reporting (eDVIR)</b>				
1-Optional Electronic Driver Vehicle Inspection Reporting (eDVIR)		Customizable inspection components/requirements		
2-Optional Electronic Driver Vehicle Inspection Reporting (eDVIR)	Required	Automation of driver pre- and post-trip inspections, in compliance with Federal Motor Carrier Safety Administration regulations 392.7 and 396.11		
3-Optional Electronic Driver Vehicle Inspection Reporting (eDVIR)		Utilization of the same MDT/tablet as the CAD/AVL system Desired features of eDVIR include:		
4-Optional Electronic Driver Vehicle Inspection Reporting (eDVIR)	Preferred	Automation of tracking and reporting engine diagnostics		
5-Optional Electronic Driver Vehicle Inspection Reporting (eDVIR)	Preferred	Capability to take and attach pictures with MDT/tablet.		
6-Optional Electronic Driver Vehicle Inspection Reporting (eDVIR)	Preferred	Integration with CAD/AVL and reporting components		
<b>1.5.0 Automated Voice Annunciation System (AVAS)</b>				
1 - Optional Automated Voice Annunciation System (AVAS)	Note to Proposer	PDRTA does not currently have a AVAS system. Proposer should provide an option for instillation and integrations of a fully functional AVAS system		
2 - Optional Automated Voice Annunciation System (AVAS)	Preferred	AVAS shall make internal and external audio announcements with automated pre-set messages at designated, geofenced locations		
3 - Optional Automated Voice Annunciation System (AVAS)	Preferred	The AVAS shall have the ability to announce major advertised stops, stops serviced by multiple routes, key transfer points and public service announcements		
4 - Optional Automated Voice Annunciation System (AVAS)	Preferred	In the event that a vehicle is operating off-route, the internal automated announcements/displays shall not be made Once the route is re-acquired, the System shall automatically determine and announce the next valid bus stop or other designated location The response of the AVAS to off-route and on-road detection shall be		

		automatic and not require Operator intervention or action		
5 - Optional Automated Voice Annunciation System (AVAS)	Preferred	The AVAS announcements shall be able to be programmed remotely and pushed to vehicles by the Cradlepoint device PDRTA will determine the announcement list and author the wording of announcements Proposer should describe how the announcements will be produced and programmed		
6 - Optional Automated Voice Annunciation System (AVAS)		The AVAS shall:		
7 - Optional Automated Voice Annunciation System (AVAS)	Preferred	a) perform audio announcements over an internal and external speaker system		
8 - Optional Automated Voice Annunciation System (AVAS)	Preferred	b) have the ability to play both human-recorded and text- to-speech audio files		
9 - Optional Automated Voice Annunciation System (AVAS)	Preferred	c) if proposers' system supports text-to-speech, include text-to-speech software/licensing		
10 - Optional Automated Voice Annunciation System (AVAS)	Preferred	d) Allow PDRTA to customize and edit callout locations via geofencing or other options		
11 - Optional Automated Voice Annunciation System (AVAS)		The MDT shall include functionality to generate the following messages and provide PDRTA the ability to prioritize the type of AVAS messages being announced at any given time:		
12 - Optional Automated Voice Annunciation System (AVAS)	Preferred	a) Internal audible announcements (next stop, customer service, transfers, etc. )		
13 - Optional Automated Voice Annunciation System (AVAS)	Preferred	b) Internal time-based (e g , reoccurring scheduled message at a time interval)		
14 - Optional Automated Voice Annunciation System (AVAS)	Preferred	c) audible customer service announcements		
15 - Optional Automated Voice Annunciation System (AVAS)	Preferred	d) Internal Operator initiated audible customer service announcements		
16 - Optional Automated Voice Annunciation System (AVAS)	Preferred	e) Location-based customer service announcements		
17 - Optional Automated Voice Annunciation System (AVAS)	Preferred	f) External audible bus arrival announcements		

18 - Optional Automated Voice Annunciation System (AVAS)	Preferred	The MDT shall allow a functionality test of the AVAS by playing an audio test message The VLU shall record all AVAS faults and errors and display fatal error conditions during pre-check tests on the MDT		
19 - Optional Automated Voice Annunciation System (AVAS)	Preferred	The AVAS shall play audio messages within one (1) second of being triggered		
20 - Optional Automated Voice Annunciation System (AVAS)	Preferred	The AVAS shall contain sufficient memory to store both current and future announcement data for every PDRTA bus stop		
21 - Optional Automated Voice Annunciation System (AVAS)	Preferred	The AVAS shall upload AVAS log files to the system as part of the normal data upload and download process		
22 - Optional Automated Voice Annunciation System (AVAS)	Optional	The AVAS shall include an Automatic Gain Control (AGC) circuit to automatically and independently adjust internal volume levels depending on vehicle speed or ambient noise level. Each audio announcement played using AGC shall be played at a consistent volume determined by sampling the AGC immediately prior to playing the announcement		
23 - Optional Automated Voice Annunciation System (AVAS)	Preferred	The AVAS shall allow minimum and maximum volumes for internal announcements shall be configurable by PDRTA. The vehicle operator will not be able to manually adjust the volume below or above these levels		
24 - Optional Automated Voice Annunciation System (AVAS)	Preferred	The AVAS shall allow the Operator to make manual announcements over the internal and external PA system Manual announcements will override the AVAS until the manual announcement is complete		
25 - Optional Automated Voice Annunciation System (AVAS)	Preferred	The AVAS shall meet the requirements of ADA to automatically announce 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 ge-fencing to announce stops		
26 - Optional Automated Voice Annunciation System (AVAS)	Preferred	The AVAS shall support both English and Spanish language messages. Further, the system shall support up to three additional languages at a later date		



27 - Optional Automated Voice Annunciation System (AVAS)	Preferred	The AVAS shall not require a vehicle operator to configure the AVAS or initialize it in order for it to operate, nor shall the AVA system require any operator input to make any automated announcement. The block that the vehicle is logged into will dictate the automated announcements, and the position of the bus will initiate location-based announcements. The system shall only announce stops based on the current route and direction		
<b>1.6.0 Automatic Passenger Counters (APCs)</b>				
1 - Automatic Passenger Counters (APCs)	Note to Proposer	PDRTA does not currently have APC's. Proposer should provide an option for installation and integrations of a fully functional APC system.		
2 - Automatic Passenger Counters (APCs)	Required	The APCs shall accurately count passengers as they board and alight, recording the data as a function of individual stops, routes and runs.		
3 - Automatic Passenger Counters (APCs)	Required	Overall APC performance will enable the exact determination of alighting and boarding passengers at each stop with an accuracy greater than 95%. Alternatively, this percentage can change to that approved in the APC NTD Certification Process.		
4 - Automatic Passenger Counters (APCs)	Required	The APCs will be designed and tested to produce highly accurate raw data, to demonstrate an ability to discriminate valid passengers from non-passenger objects, and to detect double-backs and re-crossings.		
5 - Automatic Passenger Counters (APCs)	Required	The APC system shall automatically count passengers at each transit stop and in-service stops made at non-transit stops.		
6 - Automatic Passenger Counters (APCs)	Preferred	The APC system shall allow functionality testing, as part of the pre-trip, to confirm that the APC system is operational.		
7 - Automatic Passenger Counters (APCs)	Required	The APC system shall properly allocate boardings and alighting between different routes and route directions at terminals. This shall account for interlined trips.		
8 - Automatic Passenger Counters (APCs)	Required	Only count boarding and alighting when the doorway is open, to avoid any counting of passengers moving in the vicinity of the doorway passages between stops.		
9 - Automatic Passenger Counters (APCs)	Required	The system shall be configured to count a passenger when a door is "opening" or "closing" to ensure all passengers are counted.		

10 - Automatic Passenger Counters (APCs)	Required	The APC shall count successive passengers that are walking as close together as is practical, either one behind the other or side by side		
11 - Automatic Passenger Counters (APCs)	Preferred	The APC shall count moving passengers with speed between 0.1 and 3 meters per second		
12 - Automatic Passenger Counters (APCs)	Preferred	The APC shall count passengers with heights between one (1) meter and the maximum height of the doorway		
13 - Automatic Passenger Counters (APCs)	Required	The APC shall detect the direction of motion for boarding and alighting passengers, regardless of door height or crowds		
14 - Automatic Passenger Counters (APCs)	Required	The APC shall not separately count objects carried by passengers, such as shopping bags or umbrellas		
15 - Automatic Passenger Counters (APCs)	Required	The APC system shall detect and track door openings correlating to actual transit stops.		
16 - Automatic Passenger Counters (APCs)	Preferred	The APC shall account for temporary stops, temporary bus stop closures, and re-routes. If the vehicle goes off-route, the system shall continue to log the longitude and latitude of all locations where the doors open/close.		
17 - Automatic Passenger Counters (APCs)	Required	The APC shall create a data record for each stop and to store the number of boarding passengers.		
18 - Automatic Passenger Counters (APCs)	Required	Each data record shall also include the current GPS location latitude and longitude, current date/time, vehicle number, vehicle operator ID number, route number, trip number, and direction of travel.		
19 - Automatic Passenger Counters (APCs)	Required	Data records shall be stored on the MDT/VLU with sufficient on-board memory capacity to allow for storage of at least 72 hours of APC data.		
20 - Automatic Passenger Counters (APCs)	Required	APC data should be pushed to the GTFS-RT feed so the public can see the capacity of PDRTA buses.		
<b>1.6.1 Automatic Passenger Counter Reporting</b>				
1 - Automatic Passenger Counter Reporting	Required	Contractor will be required to assist PDRTA in having the APC system certified to meet the FTA reporting requirements Vendor will be required to develop any plans and procedures necessary to achieve certification		
2 - Automatic Passenger Counter Reporting	Required	The APC reporting system shall provide a comprehensive set of ridership and service statistics aggregated at multiple levels of analysis including stop, trip, route, service type, transit depots and transit corridors		

3 - Automatic Passenger Counter Reporting	Required	The APC reporting system shall correlate raw data to scheduled trips and known stops, both of which are defined by PDRTA In instances where the APC system is unable to correlate a location to a known stop, it shall record the ridership information as an uncorrelated (unknown stop)		
4 - Automatic Passenger Counter Reporting	Required	The APC reporting system shall produce reports on the unknown stops		
5 - Automatic Passenger Counter Reporting	Required	No boardings and alighting's on any trip that passed validation/cleansing shall be lost or discarded		
6 - Automatic Passenger Counter Reporting	Required	The APC reporting system shall provide an open data system, so that filtered data selectable by the PDRTA can be exported to common file formats, such as Access, Excel, and text files		
7 - Automatic Passenger Counter Reporting	Required	The reporting solution shall satisfy NTD reporting requirements for ridership and passenger miles		
8 - Automatic Passenger Counter Reporting	Required	The APC accuracy through the reporting software shall provide passenger count data that is within 5% accuracy of actual boardings and alighting's		
9 - Automatic Passenger Counter Reporting		The reporting solution shall provide a comprehensive set of ridership reports that include:		
10 - Automatic Passenger Counter Reporting	Required	a) Functionality to report on passenger loads in real-time to the CAD/AVL system:		
11 - Automatic Passenger Counter Reporting	Required	i Specific trips or blocks		
12 - Automatic Passenger Counter Reporting	Required	ii Exceeding a defined load threshold, and/or		
13 - Automatic Passenger Counter Reporting	Required	iii On-demand request from dispatch		
14 - Automatic Passenger Counter Reporting	Required	iv Activity by vehicle and stop		
15 - Automatic Passenger Counter Reporting	Required	v Boardings by time of day that is system wide or route and direction		
16 - Automatic Passenger Counter Reporting	Required	vi Boardings by time of day for individual stops		
17 - Automatic Passenger Counter Reporting	Required	vii Loading by location with route & direction		
18 - Automatic Passenger Counter Reporting	Required	viii Loading by time of day with route and direction as well as system wide		
19 - Automatic Passenger Counter Reporting	Required	b) Statistics by route, direction, vehicle type, terminal, service period, route type, time		
20 - Automatic Passenger Counter Reporting	Required	c) Ridership by route & trip, service period, route & stop, route type, route & time, time period, route		

21 - Automatic Passenger Counter Reporting	Required	d) Stop usage		
22 - Automatic Passenger Counter Reporting	Required	e) When each fixed route trip is sampled		
23 - Automatic Passenger Counter Reporting	Required	f) When a bus goes off route and operates on a detour or performs service off schedule,		
24 - Automatic Passenger Counter Reporting	Required	g) APC data stop activity location details when bus is operating a special service and is not logged in properly		
25 - Automatic Passenger Counter Reporting	Required	h) When an APC is not counting on an individual door on a bus		
26 - Automatic Passenger Counter Reporting	Required	i) How/what to fix on malfunctioning APC system on a particular bus		
27 - Automatic Passenger Counter Reporting	Required	j) When a bus is not transferring any APC data		
28 - Automatic Passenger Counter Reporting	Required	k) When a bus is demonstrating gaps in data and is not providing a full comprehensive day of records		
29 - Automatic Passenger Counter Reporting	Required	l) All trips excluded because of reporting tool quality control logic		
30 - Automatic Passenger Counter Reporting	Required	m) On-Time Performance/Running Time Analytics Including:		
31 - Automatic Passenger Counter Reporting	Required	n) Bus travel time on popular Greenville traffic corridors,		
32 - Automatic Passenger Counter Reporting	Required	o) OTP that demonstrates when buses arrive, open doors, close doors and pull away from the stop		
33 - Automatic Passenger Counter Reporting	Required	p) Functionality to report on passenger loads in real-time to the CAD/AVL system:		
34 - Automatic Passenger Counter Reporting	Required	q) Specific trips or blocks		
35 - Automatic Passenger Counter Reporting	Required	r) Exceeding a defined load threshold, and/or		
36 - Automatic Passenger Counter Reporting	Required	s) On-demand request from dispatch		
37 - Automatic Passenger Counter Reporting	Required	t) Activity by vehicle and stop		
38 - Automatic Passenger Counter Reporting	Preferred	u) Show a heat map of boardings/alighting's Allow report to filter out transfer locations such as the downtown terminal		

**1.6.0 Website/Mobile Application**

1 - Website/Mobile Application	Required	The System shall supply the public with real-time bus location information, schedule information, service alerts, and links to other service information These features shall be accessible to the public through a desktop website and mobile application Proposers shall describe how the maps and overlays will be created, refined, and updated, maintained identify who will be responsible for such tasks PDRTA will provide Vendor with PDRTA transit system data in GTFS formats If needed, Contractors will provide map updates annually for the contract period at no additional cost as part of the software maintenance agreement		
2 - Website/Mobile Application	Required	The Website and mobile application shall be of sleek design, easy for transit customers to use and interpret and include a map view		
3 - Website/Mobile Application	Required	The interface shall support a variety of attributes including all roads, fixed bus routes, transfer facilities, and bus stops within the PDRTA service area		
4 - Website/Mobile Application	Required	The interface shall clearly identify routes and the status and position of fixed route buses displayed		
5 - Website/Mobile Application	Required	The interface shall allow the public to select a stop and obtain stop information, including stop number/name, route(s), arrivals/departures, and customer message/alerts		
6 - Website/Mobile Application	Required	The interface shall allow the public to have the ability to pan and zoom in and out on the map and restrict the display to show specific route(s), area, etc.		
7 - Website/Mobile Application	Required	The interface shall allow the public to have the ability to plan trips, see what time they need to be at a bus stop by, and where they need to make connections/transfers		
8 - Website/Mobile Application	Preferred	The interface shall allow the public to have the ability to create recurring alerts for arrivals at “favorite” stops Proposer shall describe the notification feature for favorite stops		
9 - Website/Mobile Application	Preferred	The interface shall allow the public to have the ability to see real-time capacity on-board the buses This shall be based on a low, medium, and high capacity scale The bus shall be considered “full” when all seats are taken Vehicle load should be configurable for each vehicle		
10 - Website/Mobile Application	Required	The interface shall be ADA compliant		

11 - Website/Mobile Application	Preferred	The system shall provide reports indicating the number of times transit customers accessed each real-time information media That is, the number of hits to mobile and desktop websites and ADA page, and mobile app usage		
12 - Website/Mobile Application	Required	The system shall Display service alerts related to delays, detours, cancellations, or other changes to the service schedule		
13 - Website/Mobile Application	Preferred	The system should be able to support tablet and smartphone use		
14 - Website/Mobile Application	Required	The interface shall allow customers to have the option to opt into and opt out of receiving text message alerts at any time		
15 - Website/Mobile Application	Required	Proposer shall provide examples of transit customer Map View display		
16 - Website/Mobile Application	Optional	The mobile application and alert system allow customers to subscribe to alerts that would only affect specific routes, specific stops, or specific trip time		
<b>1.7.0 Optional Vehicle Diagnostic and Maintenance Units</b>				
1-Optional Vehicle Diagnostic and Maintenance Units	Required	The system should monitor all vehicles and accurately display any fault codes.		
2-Optional Vehicle Diagnostic and Maintenance Units	Required	The system should have the capability to track vehicle locations, providing maintenance crews with incident locations.		
3-Optional Vehicle Diagnostic and Maintenance Units		The system should communicate with the vehicle's onboard computer to record the following:		
4-Optional Vehicle Diagnostic and Maintenance Units	Required	a. Oil level and life		
5-Optional Vehicle Diagnostic and Maintenance Units	Required	b. Approximate gas levels		
6-Optional Vehicle Diagnostic and Maintenance Units	Required	c. DEF levels (if applicable)		
7-Optional Vehicle Diagnostic and Maintenance Units	Required	d. Tire pressure		
8-Optional Vehicle Diagnostic and Maintenance Units	Required	e. Odometer		
9-Optional Vehicle Diagnostic and Maintenance Units	Required	f. Current speed of the vehicle		
10-Optional Vehicle Diagnostic and Maintenance Units	Required	g. Engine health		

11-Optional Vehicle Diagnostic and Maintenance Units		The system should include a ticketing system to track vehicle maintenance, such as but not limited to:		
12-Optional Vehicle Diagnostic and Maintenance Units	Required	a. Oil changes		
13-Optional Vehicle Diagnostic and Maintenance Units	Required	b. Damage or repair work		
14-Optional Vehicle Diagnostic and Maintenance Units	Required	c. Tire replacements		
15-Optional Vehicle Diagnostic and Maintenance Units	Required	d. General maintenance		
16-Optional Vehicle Diagnostic and Maintenance Units	Required	The system should have the capability to alert the appropriate personnel to upcoming services or maintenance based on vehicle date or mileage.		
<b>1.8.0 Optional Employee Scheduling and Timekeeping</b>				
1-Optional Employee Scheduling and Timekeeping		The ideal system should be able to schedule employees based on:		
2-Optional Employee Scheduling and Timekeeping	Preferred	a. Start location		
4-Optional Employee Scheduling and Timekeeping	Preferred	b. Employee home location in relation to fixed routes		
5-Optional Employee Scheduling and Timekeeping	Preferred	c. Number of hours employees can work vs. allotted hours per period		
6-Optional Employee Scheduling and Timekeeping	Preferred	d. Scheduling preferences		
7-Optional Employee Scheduling and Timekeeping	Preferred	e. Certifications		
8-Optional Employee Scheduling and Timekeeping	Preferred	f. Adaptive scheduling for fill-ins or cross-cover as needed		
9-Optional Employee Scheduling and Timekeeping		The system should be able to record how many hours a driver has performed:		
10-Optional Employee Scheduling and Timekeeping	Preferred	a. Per day		
11-Optional Employee Scheduling and Timekeeping	Preferred	b. Per week		
12-Optional Employee Scheduling and Timekeeping	Preferred	c. Per month		
13-Optional Employee Scheduling and Timekeeping		The system should maintain accurate records, including but not limited to:		

14-Optional Employee Scheduling and Timekeeping	Preferred	a. Driver's license expiration date		
15-Optional Employee Scheduling and Timekeeping	Preferred	b. CDL license expiration date		
16-Optional Employee Scheduling and Timekeeping	Preferred	c. Quarterly certifications		
17-Optional Employee Scheduling and Timekeeping	Preferred	d. Yearly certifications		
18-Optional Employee Scheduling and Timekeeping	Preferred	e. Custom fields and certifications specific to PDRTA		
19-Optional Employee Scheduling and Timekeeping	Preferred	The system should alert the appropriate personnel when training, certifications, and licenses need renewal, as well as when schedules are posted or changed.		
20-Optional Employee Scheduling and Timekeeping	Preferred	The system should be capable of planning employee schedules for a minimum of two (2) weeks.		
<b>1.9.0 Optional Pre-Trip and Post-Trip Inspections</b>				
1-Optional Pre-Trip and Post-Trip Inspections	Preferred	The system should support drivers in completing pre- and post-trip inspection reports, which can be sent to the relevant parties.		
2-Optional Pre-Trip and Post-Trip Inspections		Inspection items should include but not be limited to:		
3-Optional Pre-Trip and Post-Trip Inspections	Preferred	a. Start miles.		
4-Optional Pre-Trip and Post-Trip Inspections	Preferred	b. End miles.		
5-Optional Pre-Trip and Post-Trip Inspections	Preferred	c. Miles until the next oil change/service		
6-Optional Pre-Trip and Post-Trip Inspections	Preferred	d. Exterior dents, scrapes, and cracks		
7-Optional Pre-Trip and Post-Trip Inspections	Preferred	e. Windshield condition		
8-Optional Pre-Trip and Post-Trip Inspections	Preferred	f. Tire pressure		
9-Optional Pre-Trip and Post-Trip Inspections	Preferred	g. Wheelchair lift status		
10-Optional Pre-Trip and Post-Trip Inspections	Preferred	The system should be capable of flagging predetermined items as non-drivable issues.		
11-Optional Pre-Trip and Post-Trip Inspections	Preferred	a. When a non-drivable issue is reported, a report should be immediately sent to the appropriate personnel		
12-Optional Pre-Trip and Post-Trip Inspections	Preferred	The system should allow for the input of custom inspection items for drivers to complete.		
13-Optional Pre-Trip and Post-Trip Inspections	Preferred	The system should require that a pre- and post- trip inspection be completed and submitted before a fixed route can be selected		
<b>1.10.0 Optional VOIP System</b>				



1- Optional VOIP System	Preferred	The system should allow for communication between PDRTA central offices and their assets.		
2- Optional VOIP System	Preferred	The system should be hands free and should not prohibit or interfere with the operation of a vehicle.		
3- Optional VOIP System		The system should allow for:		
4- Optional VOIP System	Preferred	a. All fleet communication		
5- Optional VOIP System	Preferred	b. Group communication		
6- Optional VOIP System	Preferred	c. Point-to-point communication		
7- Optional VOIP System	Preferred	The system should be cloud based and accessible through standard internet or cellular communication		
8- Optional VOIP System	Preferred	The system should have some form of redundancy in case of cellular disruption		
9- Optional VOIP System	Preferred	The system should be closed loop and not allow external communication to broadcast on the system		
<b>1.11.0 Optional Safety and security System</b>				
1-Optional Safety and security System	Required	The system should record both audio and video		
2-Optional Safety and security System	Required	a. Video should be downloaded at a minimum resolution 720p but should have options to download in 1080p or higher		
3-Optional Safety and security System		The system should securely store all audio and video data by means of:		
4-Optional Safety and security System	Required	a. Physical security		
5-Optional Safety and security System	Required	a. Lock box		
6-Optional Safety and security System	Required	b. Metal enclosure		
7-Optional Safety and security System	Required	c. Anti-tamper screw		
8-Optional Safety and security System	Required	d. Anti-tamper housing		
9-Optional Safety and security System	Required	b. Video encryption that meets current industry standards		
10-Optional Safety and security System	Required	The system should be cloud based and accessible through a standard internet connection		
11-Optional Safety and security System	Required	The system should have local storage that can keep video and audio recordings of 1080p for a minimum of 90 days.		
12-Optional Safety and security System	Required	The system should have cloud storage for a minimum of 90 days with options to increase storage size.		
13-Optional Safety and security System	Required	The system should be able to tag and mark video for official use		
14-Optional Safety and security System		a. The system should allow for export of all video and audio		

		recording that any 3 <sup>rd</sup> party may need i.e.:		
15-Optional Safety and security System	Required	a. Insurance claims		
16-Optional Safety and security System	Required	b. Local law enforcement		
17-Optional Safety and security System	Required	c. Emergency services		
18-Optional Safety and security System	Required	The system should have or be paired with a GPS unit for use of identifying where a vehicle is if/when an incident occurs		
19-Optional Safety and security System	Required	The system should show the direction and speed of a vehicle in real time and in playback		
20-Optional Safety and security System	Required	The system should have a discrete emergency button for the driver to use at their discretion		
21-Optional Safety and security System	Required	The system should be setup in a way that eliminates all blind spots and allows for the most amount of internal and external viewing angles		
22-Optional Safety and security System		The system should send alerts to appropriate parties when the system detects:		
23-Optional Safety and security System	Required	a. Sudden acceleration or deceleration		
24-Optional Safety and security System	Required	b. Harsh turns		
25-Optional Safety and security System	Required	c. Long idles (outside of specified parameters)		
26-Optional Safety and security System	Required	d. Hard breaking		
27-Optional Safety and security System	Required	e. Crash detection		
28-Optional Safety and security System	Required	The ideal system should have proximity sensors that indicates:		
29-Optional Safety and security System	Required	a. Close proximity to vehicles		
30-Optional Safety and security System	Required	b. Close proximity to fixed objects		
31-Optional Safety and security System	Required	a. Curbs		
32-Optional Safety and security System	Required	b. Poles		
33-Optional Safety and security System	Required	c. Barricades		
<b>1.12.0 Optional Run Cut Program</b>				
1-Optional Run Cut Program	Preferred	The system should be able to create routes base on imputed stop locations		
2-Optional Run Cut Program		The system should allow for edits to the routes based on factors such as:		
3-Optional Run Cut Program	Preferred	a. Road does not meet agency requirements for travel		
4-Optional Run Cut Program	Preferred	b. Road override base on certain entrances or alleys that need to be traversed		

5-Optional Run Cut Program		The ideal system should suggest optimized routes based on agency perimeters:		
6-Optional Run Cut Program	Preferred	a. Number of stops		
7-Optional Run Cut Program	Preferred	b. Number of drivers to support area		
8-Optional Run Cut Program	Preferred	c. Hours of service		
9-Optional Run Cut Program	Preferred	d. Time per route		
10-Optional Run Cut Program		The ideal system should be able to display relative information on a particular area:		
11-Optional Run Cut Program	Preferred	a. Approximate population		
12-Optional Run Cut Program	Preferred	b. Population density		
13-Optional Run Cut Program	Preferred	c. Approximate annual income		
14-Optional Run Cut Program	Preferred	d. Approximate employment statistics		
15-Optional Run Cut Program		The system should be able to export its data as:		
16-Optional Run Cut Program	Preferred	a. GTFS File		
17-Optional Run Cut Program	Preferred	a. Runcut.txt		
18-Optional Run Cut Program	Preferred	b. Run_id		
19-Optional Run Cut Program	Preferred	b. KML File		
20-Optional Run Cut Program	Preferred	c. KMZ File		
21-Optional Run Cut Program		The ideal system should be able to evaluate all generated routes and make suggestions on:		
22-Optional Run Cut Program	Preferred	a. Fuel Efficiency		
23-Optional Run Cut Program	Preferred	b. Quickest route		
24-Optional Run Cut Program	Preferred	c. Highway avoidance		
25-Optional Run Cut Program	Preferred	d. Most direct route		
26-Optional Run Cut Program	Preferred	e. Optimized route		
27-Optional Run Cut Program	Preferred	f. Traffic avoidance		
28-Optional Run Cut Program	Preferred	The system should be able to predict arrival departure times based on information provided		
29-Optional Run Cut Program	Preferred	The system should auto draw routes that snap to street and not rely on individual waypoints to be placed for route creation		
30-Optional Run Cut Program		The ideal system should be able to export agency data and information to 3 <sup>rd</sup> party agencies such as:		

31-Optional Run Cut Program	Preferred	a. Google maps		
32-Optional Run Cut Program	Preferred	b. Apple maps		
33-Optional Run Cut Program	Preferred	c. And other mapping companies.		

12. Optional Dispatch Software

(a) Overview

- i. The system must have the ability to manually adjust scheduled trips to meet ADA standards, including the negotiation window. When a pre-determined number of trips is approaching for a given time frame, the system must notify either the dispatch representatives or the customer upon booking. If a customer is nearing the expiration of their eligibility status, the system should notify the customer service representative via a message on the website, mobile app, and voice message on the IVR upon booking. Additionally, the system must notify the customer of an approaching expiration date.
- ii. The system must permit the booking of subscription trips, including daily, weekly, and monthly options. Subscription trips can be suspended by entering the start and end dates of the suspension period. On non-service days such as holidays, the system must automatically suspend subscription trips and notify the customer of the suspension and its duration via a message on the website, mobile app, and voice message on the IVR.
- iii. The scheduling of ADA paratransit trips must be prioritized, and once scheduled, they must be anchored and not modified during batch or continuous optimization processes. If requested, the system must allow for the booking of a return trip and automatically fill out the information using the previous trip's details.
- iv. The system must have the ability to manage trips in real-time according to the specified requirements. All operations management functions must strictly adhere to the guidelines for managing ADA paratransit trips. The system must allow manual overrides when necessary to meet ADA service standards, including trip negotiations.
- v. The system must automate the issuance of violation notices on the day of the violation and provide a printable version of the notice that includes the customer's mailing address. Additionally, the system must generate a daily report of trip violations, with access to all printable notices.

(b) Software Specifications

- i. The demand-response transit system offers customers the option to use either a mobile device application or a web browser interface. Both tools should have the same functionalities, which include:
  - ii. Creation of a user account to utilize the system.
  - iii. Real-time ride searching, booking, and tracking.
  - iv. Option for paratransit approved passengers to have a distinct account with special needs information.
  - v. Fares that vary depending on user account type
  - vi. Cashless payment system with the ability to save credit/debit card information and accept promotional codes.
  - vii. Auto-complete capability for entering addresses and place names.
  - viii. Notification of invalid rider requests
  - ix. Opt-in for SMS or email trip updates
  - x. Estimated wait time, vehicle arrival time, and real-time vehicle location tracking.
  - xi. Map with real-time vehicle locator, demand-response service zones, fixed-route options, and traffic information.
  - xii. Trip history and details viewing
  - xiii. Customer push notifications
  - xiv. Access to customer service and/or dispatch
  - xv. Account recovery tool for resetting usernames and passwords
  - xvi. Multilingual support
  - xvii. Font size adjustment
  - xviii. Interactive Voice Response (IVR) integration, which allows users to receive audible, automated instructions and information when scheduling trips or reviewing trip details. The IVR tool should also have speech recognition capability, enabling passengers to naturally speak with the system to schedule trips and obtain information.

(c) Operator Mobile Device Application

- i. The mobile device application for operators will be installed on transit vehicles and serve as the primary tool for drivers to provide demand-response transit service. The application must have the following capabilities:

- a. Driver Itineraries: display driver name, start time of itinerary, timestamp and location of each pick-up/drop-off.
  - b. Driver Shift Actions: track driver name, shift start/end time, timestamps of online/offline actions, and trip acceptance/rejection.
  - c. Sign-on feature for drivers.
  - d. Payment verification for fares on the application.
  - e. Ability to enable/disable the vehicle to accept ride requests.
  - f. Receive Dispatcher communications, such as trip/customer information.
  - g. Easy logging of delays and incidents, such as train delays or vehicle capacity issues.
  - h. Turn-by-turn audio and visual directions.
  - i. Logging of pick-ups, drop-offs, and passenger counts.
  - j. Selection of fare type and payment method (e.g., cash, credit card, visual validation).
  - k. Identification of disabilities in rider accounts to provide appropriate service.
  - l. Logging of no-shows and trip comments.
  - m. Waiving of fares with multiple choice reasons.
  - n. Automatic alignment of pick-up/drop-off times with transit schedules at connection stops.
  - o. On-board emergency notification function.
  - p. To facilitate demand-response transit service, the mobile application for drivers is installed on transit vehicles as their primary tool. This application should provide the following functionalities:
  - q. Driver Itineraries: display driver name, itinerary start time, pick-up/drop-off timestamp and location.
  - r. Driver Shift Actions: track driver name, shift start/end time, timestamps of online/offline actions, and trip acceptance/rejection.
  - s. Sign-on feature for drivers.
  - t. Payment verification for fares on the application.
  - u. Ability to enable/disable the vehicle to accept ride requests.
  - v. Receive Dispatcher communications, such as trip/customer information.
  - w. Easy logging of delays and incidents, such as train delays or vehicle capacity issues.
  - x. Turn-by-turn audio and visual directions.
  - y. Logging of pick-ups, drop-offs, and passenger counts.
  - z. Selection of fare type and payment method (e.g., cash, credit card, visual validation).
  - aa. Identification of disabilities in rider accounts to provide appropriate service.
  - bb. Logging of no-shows and trip comments.
  - cc. Waiving of fares with multiple choice reasons.
  - dd. Automatic alignment of pick-up/drop-off times with transit schedules at connection stops.
  - ee. On-board emergency notification function.
- (d) The Staff and Dispatcher-facing Online Administrative Suite
- i. The Administrative suite should include the following functionalities:
    - a. User account creation and management
    - b. Account recovery tool for resetting customer account username and/or password
    - c. Ability to manually schedule trips for customers who do not have internet access.
    - d. Real-time monitoring of in-progress rides
    - e. Management of subscription trips
    - f. Editing and cancelation of rides
    - g. Driver login/logout management
    - h. Ability to waive rider fares.
    - i. Adding or removing roads and stops due to incidents or delays.
    - j. Real-time analytics for dispatchers to identify demand surges and long wait times.
    - k. Setting a maximum number of trips and ability to deny trips when demand exceeds available resources.
    - l. Assigning vehicles to runs considering mobility needs of customers.
    - m. Configurable real-time dispatcher display screen
    - n. Trip data reporting suite with exportable reports in .XLSX or .CSV formats
    - o. Ride history tracking by type
    - p. Tracking rider no-shows and cancellations
    - q. Approval or denial of ride requests based on predetermined parameters.
    - r. Modification of service area boundaries and approved locations
    - s. Changing fare amounts based on rider groups.
    - t. Modifying service hours
    - u. Automatic update of customer account database

- v. Exportable customer account database in .XLSX or .CSV formats
- w. Ability to suspend or permanently remove customer accounts.

13. Micro-Transit

(a) User Interface

- i. The system should provide a user registration feature that enables users to:
  - a. Create accounts and manage profiles.
- ii. The system should include a booking interface that offers an intuitive user experience for users to:
  - b. Request rides.
  - c. Specify pickup and drop-off locations.
- iii. The system should allow for ride tracking, providing users with real-time information about:
  - a. Ongoing trips, including the vehicle's location and estimated arrival time.
- iv. The system should integrate various payment methods to:
  - a. Facilitate secure transactions.

(b) Admin Dashboard

- i. The system should provide a fleet management feature that allows the Provider to:
  - a. Manage the fleet of vehicles, including addition, removal, and tracking of their status.
- ii. The system should include a route planning functionality that enables the Provider to:
  - a. Define and optimize routes based on demand patterns and traffic conditions.
- iii. The system should support schedule management, allowing the Provider to:
  - a. Create and manage schedules for the micro transit service, including defining operating hours and intervals.
- iv. The system should offer analytics and reporting capabilities for the Provider to:
  - a. Monitor key metrics, such as passenger demand, vehicle utilization, and revenue.

(c) Driver App

- i. The system should include a ride assignment feature that automatically assigns rides to drivers based on:
  - a. Proximity, availability, and optimized route planning.
- ii. The system should integrate with navigation systems to provide drivers with:
  - a. Turn-by-turn directions and real-time traffic updates.
- iii. The system should facilitate passenger management, allowing drivers to:
  - a. Verify passenger identities.
  - b. Track passenger pickups.
  - c. Communicate with passengers if needed.
- iv. The system should support fare collection, enabling drivers to:
  - a. Collect fares from passengers using the software application, including cashless payment options.

(d) Dispatching System

- i. The system should include an automated dispatching feature that:
  - a. Utilizes algorithms to automatically assign vehicles and optimize routes based on real-time demand and available resources.
- ii. The system should provide intelligent routing capabilities to optimize routes by considering factors such as:
  - a. Traffic congestion.
  - b. Passenger pickup and drop-off points.
  - c. Time constraints.
- iii. The system should support dynamic scheduling, allowing for real-time adjustments to schedules to:
  - a. Accommodate changes in demand or unexpected events.
- iv. The system should include communication tools to facilitate seamless communication between:
  - a. Dispatchers, drivers, and passengers through messaging or notifications.

(e) Data Management

- i. The system should manage passenger data, including:
  - a. Passenger profiles.
  - b. Booking history.
  - c. Preferences to personalize the micro transit experience.
- ii. The system should store vehicle data, including information about:
  - a. The fleet.
  - b. Vehicle specifications.
  - c. Maintenance records.
  - d. Real-time GPS tracking data.
- iii. The system should record trip data, capturing details such as:
  - a. Pickup and drop-off locations.

- b. Timestamps.
- c. Fares.
- d. Driver ratings.
- iv. The system should provide analytics and insights by:
  - a. Collecting and analyzing data to generate reports.
  - b. Offering actionable insights into service improvement and decision-making.

13.

2.0 Dispatch Software				
Item/Section	Required, Optional, or Preferred	Requirement	Vendor Comments	Comply, Modify, Non-Comply
2.0.1 Paratransit Application				
1 -Paratransit Application	Optional/ Preferred	The software shall include a customer-facing paratransit application module that allows clients, caregivers, or care facilities to apply for paratransit eligibility through any web browser.		
2 -Paratransit Application	Required	The application module will be easy to navigate and meet ADA accessibility standards. The application shall be HIPPA compliant.		
3 -Paratransit Application	Preferred	To reduce the need for manual data entry, the paratransit application module should be linked to the customer database and new client records should be automatically created upon application approval.		
2.0.2 Customer Database				
4 - Customer Database	Required	The selected firm will be responsible for accurately migrating existing customer records to the new customer database.		
5 - Customer Database	Required	The client database shall include a range of customer attribute information including: Name, Age/date of birth, Address, Contact information, Gender, Mobility type, Attendant information, Emergency contacts, Disability type, Required accommodations, Road and unload time, Demographic categories (e. g. elderly, disabled, youth, low-income).		
6 - Customer Database	Required	Individual customer records shall include a field for client- related notes and comments.		
7 - Customer Database	Required	The system shall track customer cancellations and no-shows.		
8 - Customer Database	Required	Customer records should be easily searchable by name, contact information, or customer attributes.		
9 - Customer Database	Preferred	Auto complete search capabilities and the ability to quickly filter client records by eligibility status or attribute information are preferred.		
10 - Customer Database	Required	The system shall allow for real-time customer record updates.		

11 - Customer Database	Required	Customer database will include trip details and history specific to each client such as trip origins, destinations, and dates.		
12 - Customer Database	Required	Customer alert and announcement options for texting, email, and mobile app.		
13 - Customer Database	Required	The customer database shall allow for the assignment of different eligibility levels.		
14 - Customer Database	Required	The software should track customer eligibility status and automatically notify PDRTA and clients of upcoming eligibility expirations.		
15 - Customer Database	Preferred	The system should automate correspondence with clients through text messages, emails, or pre-recorded phone calls regarding eligibility approvals, expirations, denials, or appeals.		
<b>2.0.3 Self-Service Reservation Portal</b>				
1 - Self-Service Reservation Portal	Preferred	An online trip reservation module shall allow clients, caregivers, and PDRTA staff to easily view, create, modify, or cancel trips.		
2 - Self-Service Reservation Portal	Preferred	The reservation module will feature a clean, intuitive interface that is easy to navigate.		
3 - Self-Service Reservation Portal	Preferred	Accessible booking options for customers with hearing or visual impairments will be available.		
<b>2.0.4 Trip Booking</b>				
1 - Trip Booking	Required	The system shall be capable of scheduling subscription trips and accepting advanced reservations of up to <b>365 days</b> prior to the requested trip date. Subscription trips will be able to be scheduled on a weekly (e. g. , every Monday) or monthly (e. g. , first and third Monday) basis, and PDRTA staff shall be able to temporarily suspend subscription trips without needing to modify trips outside of the suspension period.		
2 - Trip Booking	Required	The system should be capable of booking trips based on pickup time or arrival time. When scheduling by arrival time, the system shall automatically factor in travel time from origin to destination.		
3 - Trip Booking	Preferred	When booking return trips from the original destination, the return field should be automatically generated.		
4 - Trip Booking	Required	Attendants or caregivers should be able to be added to the trip reservation.		



5 - Trip Booking	Preferred	The system shall be capable of storing a customer's most frequent trip origins and destinations for quick selection during booking.		
6 - Trip Booking	Required	Safeguards that prevent errors such as past C324date booking, duplicate trips, and booking clients with expired applications will be in place.		
<b>2.0.5 Trip Optimization &amp; Scheduling</b>				
1 - Trip Optimization & Scheduling	Required	The software shall feature automatic trip optimization. Trips will be continuously updated and adjusted based on vehicle position, trip cancellations, and no-shows. Automatic trip optimization shall maximize service efficiency while reducing the need for manual schedule adjustments.		
2 - Trip Optimization & Scheduling	Preferred	Automatic scheduling should account for trip dwell times and travel times based on street networks and time of day.		
3 - Trip Optimization & Scheduling	Required	The ability to manage unexpected enroute origin and destination changes is preferred.		
4 - Trip Optimization & Scheduling	Required	Trips to or from same origins or to same destinations shall be combined to eliminate duplicate trips.		
5 - Trip Optimization & Scheduling	Preferred	System shall be capable of defining and displaying point files, indicating system time points, bus stops, major intersections, major transfer points, and major destinations of travel, or other points of interest.		
6 - Trip Optimization & Scheduling	Preferred	Schedules shall be displayed in an intuitive manner that shows individual trips and service gaps, and dispatchers shall be able to manually arrange trips and modify times when needed.		
7 - Trip Optimization & Scheduling	Required	Manual trip changes should allow for a visual drag-and-drop adjustments that eliminate the need for additional data entry.		
8 - Trip Optimization & Scheduling	Required	Scheduling changes shall automatically be synced to vehicle MDT's.		
9 - Trip Optimization & Scheduling	Required	The system shall be capable of scheduling, in batch mode on a next-day basis, all reservations for a designated travel day. Scheduling shall be based on the actual street network in the service area (e. g. , actual x- and y- coordinates), parameters associated with network segments as established in the GIS system, physical barriers, speed parameters, time of day, and		

		appropriate dwell times for the boarding and alighting of passengers.		
10 - Trip Optimization &Scheduling	Required	The software will allow dispatchers to easily manage no-shows, cancellations, and on-time performance. No-shows and cancellations shall automatically sync to operator MDTs and trip schedules will be updated accordingly.		
11 - Trip Optimization &Scheduling	Preferred	Unscheduled Trips: System shall permit trips to be placed in the system schedule but remain unassigned to a specific run. This can be accomplished through a user manual setting of the trip to “unassigned” or “will-call” category or similar means.		
12 - Trip Optimization & Scheduling	Required	System shall be capable of permitting manual insertion of such trips into the schedule, with automatic dynamic updating of the remaining scheduled pick- ups and drop-offs on the run.		
13 - Trip Optimization &Scheduling	Required	Vehicle Assignment: In assigning passengers to vehicles and/or vehicles to system runs, system shall be capable of recognizing the need for accessible vehicles, vehicle capacity, etc., in making said assignments.		
14 - Trip Optimization &Scheduling	Preferred	Dynamic Update of All Schedules: Anytime a schedule is edited, the system must be capable of updating the schedules of all other impacted trips so all previously scheduled trips must remain on time, not violate travel time rules, etc. The scheduling process must be completely automated and have the capability to function without a scheduling position initiating the scheduled. The automated scheduling process must continuously be looking to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions or driver performance. The system must optimize same day trip orders with advance trip orders and automatically send updates to the MDTs.		

15 - Trip Optimization & Scheduling	Required	The system shall provide riders with automatic trip notifications and updates through phone calls, text messages, and/or emails, and passengers should be automatically notified the day before a scheduled trip.		
16 - Trip Optimization & Scheduling	Required	The software will feature operator scheduling capabilities that automatically account for operating hours, breaks, and labor rules.		
<b>2.0.6 Dispatching</b>				
1 - Dispatching	Required	The dispatching module shall display vehicle locations, scheduled arrival times, real-time arrival predictions, vehicle numbers, client names, and the number of passengers per trip.		
2 - Dispatching	Preferred	Visual on-time performance indicators are preferred.		
3 - Dispatching	Required	Vehicle locations will be displayed on a detailed map using an API from Google Maps, Mapbox, or other commonly used, frequently updated web mapping services. Vehicle locations shall be updated a minimum of every thirty seconds.		
4 - Dispatching	Required	The interactive map display shall have the ability to pan and zoom in and out, and restrict the display to show specific vehicle(s), area, etc. in real time		
5 - Dispatching	Required	Proposer should provide examples of CAD map displays.		
6 - Dispatching	Required	Describe how vehicles will be clearly identified and their status and position displayed.		
7 - Dispatching		Ideally, a status screen should display:		
8 - Dispatching	Required	a) All Active Vehicles		
9 - Dispatching	Required	b) Operator		
10 - Dispatching	Preferred	c) On Time Performance relative to scheduled pickup/drop off times		
11 - Dispatching	Preferred	d) Speed		
12 - Dispatching	Preferred	Two Way Messaging with Bus Operator		
13 - Dispatching	Required	Historical vehicle location data should be viewable as breadcrumbs over a customizable timeframe similar to fixed route historical vehicle location data.		
14 - Dispatching	Required	Vehicle assignments will be automatically updated if a vehicle needs to be pulled from service or if a vehicle is running late.		
<b>2.0.8 Paratransit Reporting</b>				

1 – Paratransit Reporting	Required	The system shall include a reporting module that meets all National Transit Database requirements and allows for the quick analysis of performance and service metrics such as:		
2 – Paratransit Reporting	Required	a) Service hours and miles		
3 – Paratransit Reporting	Required	b) Deadhead hours and miles		
4 – Paratransit Reporting	Required	c) Ridership		
5 – Paratransit Reporting	Required	d) On-time performance		
6 – Paratransit Reporting	Required	e) Trip origins and destinations		
7 – Paratransit Reporting	Required	The system shall include the additional reporting capabilities:		
8 – Paratransit Reporting	Required	a) Monthly On-Time Performance Report		
9 – Paratransit Reporting	Required	b) Monthly excessively long trip length report		
10 – Paratransit Reporting	Required	c) Customers exceeding the no-show or cancellation limit threshold		
11 – Paratransit Reporting	Required	d) NTD S-10 Report		
12 – Paratransit Reporting	Required	The ability to run reports based on service type and service days(weekday, Saturday, or Sunday).		
13 – Paratransit Reporting	Preferred	The software will feature the ability to run custom reports using any of the data elements included in the database. Custom reports should be intuitive and require minimal user configuration.		
14 – Paratransit Reporting	Required	Reports shall be exportable as . pdf, Word, Excel, and GIS data formats. Origin and destination reports should export location addresses as well as geocoded coordinates.		
<b>2.0.9 Paratransit Mobile Data Terminals (MDTs)</b>				
1 – Paratransit MDTs	Required	For the purpose of the Paratransit Solution, a detachable tablet with integrated power is preferred		
2 – Paratransit MDTs	Required	The tablet shall be shock-proof, heat resistant, durable construction that can withstand the rigors of daily transit use.		
3 – Paratransit MDTs	Required	The Tablet shall be internet-enabled through a cellular network. Cellular plan will be provided by PDRTA.		
4 – Paratransit MDTs	Required	The tablet shall have navigation capability including map displays and turn-by-turn directions to pickups and destinations. The navigation feature will include hands-free functionality and voice annunciated directions. Display maps shall use a Google Maps API or other commonly used, frequently updated web mapping service.		

5 – Paratransit MDTs	Preferred	The tablet shall feature two-way text messaging to dispatch that includes canned and customizable messages. Messaging features shall be disabled while the vehicle is in motion.		
6 – Paratransit MDTs	Preferred	The tablet shall disable the manifest and other input functions(such as arrivals/departures, odometer readings, passenger fares, etc., except panic button functions) shall be disabled while the vehicle is in motion.		
7 – Paratransit MDTs	Required	The tablet shall feature real-time data communication. Tablet's shall pull driver manifests from the server and automatically sync with trip updates and schedule changes made by PDRTA dispatch.		
8 – Paratransit MDTs	Required	The tablet shall download manifest information from the server upon driver login and will automatically update when trips are completed or when manifest changes are made by dispatch. Drivers shall be able to easily view passenger and trip information.		
9 – Paratransit MDTs	Required	The tablet shall have real-time GPS vehicle location including speed and direction.		
10 – Paratransit MDTs	Preferred	The tablet shall track Odometer and mileage.		
11 – Paratransit MDTs	Preferred	The tablet shall contain visual on-time performance indicators.		
2.1.0 Micro-Transit				
2.1.1 User Interface				
1-Micro-transit	Required	The system should provide a user registration feature that enables users to create accounts and manage profiles		
2-Micro-transit	Required	The system should include a booking interface that offers an intuitive user experience for requesting rides and specifying pickup and drop-off locations.		
3-Micro-transit	Required	The system should allow for ride tracking, displaying real-time information about ongoing trips.		
4-Micro-transit	Preferred	The system should integrate various payment methods to facilitate secure transactions.		
2.1.2 Admin Dashboard				
1-Admin Dashboard	Required	The system should provide a fleet management feature that allows the Provider to manage the fleet of vehicles, including addition, removal, and tracking of their status.		

2-Admin Dashboard	Required	The system should include a route planning functionality that enables the Provider to define and optimize routes based on demand patterns and traffic conditions.		
3-Admin Dashboard	Required	The system should support schedule management, allowing the Provider to create and manage schedules for the micro transit service.		
4-Admin Dashboard	Required	The system should offer analytics and reporting capabilities for monitoring key metrics and generating insights.		
<b>2.1.3 Driver App</b>				
1- Driver App	Required	The system should include a ride assignment feature that automatically assigns rides to drivers based on proximity, availability, and optimized route planning.		
2- Driver App	Preferred	The system should integrate with navigation systems to provide drivers with turn-by-turn directions and real-time traffic updates.		
3- Driver App	Required	The system should facilitate passenger management, allowing drivers to verify passenger identities, track pickups, and communicate if needed.		
4- Driver App	Preferred	The system should support fare collection, enabling drivers to collect fares using the app, including cashless payment options.		
<b>2.1.4 Dispatching System</b>				
1-Dispatching System	Required	The system should include an automated dispatching feature that utilizes algorithms to automatically assign vehicles and optimize routes based on real-time demand and available resources.		
2-Dispatching System	Required	The system should provide intelligent routing capabilities, optimizing routes considering factors such as traffic congestion, pickup/drop-off points, and time constraints.		
3-Dispatching System	Required	The system should support dynamic scheduling, allowing for real-time adjustments to schedules to accommodate changes in demand or unexpected events.		
4-Dispatching System	Required	The system should include communication tools to facilitate seamless communication between dispatchers, drivers, and passengers through messaging or notifications		
<b>2.1.5 Data Management</b>				
1-Data Management	Required	The system should manage passenger data, including profiles, booking history, and preferences, to personalize the micro transit experience.		

2-Data Management	Required	The system should store vehicle data, including information about the fleet, specifications, maintenance records, and real-time GPS tracking data.		
3-Data Management	Required	The system should record trip data, capturing details such as pickup/drop-off locations, timestamps, fares, and driver ratings.		
4-Data Management	Required	The system should provide analytics and insights by collecting and analyzing data to generate reports and actionable insights for service improvement and decision-making.		

**E. REPORTS AND PROJECT CONTROLS:**

1. Weekly project meetings with selected contractors and PDRTA personnel which will require either a teleconference or Microsoft Teams meeting.

2. Monthly Reviews with selected contractors and PDRTA personnel; Operations Management and Staff which will require a teleconference; Microsoft Teams meeting or onsite visit.

3. Quarterly Reviews with selected contractors and PDRTA staff which will require a teleconference; Microsoft Teams meeting or onsite visit.

4. Contents of all Reviews and Performance Measures to be developed and agreed upon by both parties within the first month of contract award. Changes shall be made to adapt to contract life effectiveness with both parties' approval.

5. Estimated Project Start Date: 26 February 2024

6. Project Completion Date: 31 March 2024

**V. QUALIFICATIONS**

**A. QUALIFICATION OF OFFEROR**

1. To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

**B. QUALIFICATIONS - MANDATORY MINIMUM**

1. In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

2. The Procurement Manager may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or any subcontractor proposed by offeror.

3. Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

4. As an attachment to the bid, Offerors shall also furnish the following items, which shall be used to determine responsibility:

- (a) Summary or overview of manpower intended for use in the performance of this contract
- (b) List of references to include contact information (name, telephone, and e-mail address) for a minimum of three
- (3) organizations with projects of similar size and scope.

**VII. AWARD CRITERIA**

**A. AWARD CRITERIA -- BIDS**

1. Award will be made by a grading panel.

## **B. CALCULATING BID**

1. See Section X. Selection Process and Evaluation Criteria within this document. (See Appendix N for criteria)

## **VIII. TERMS AND CONDITIONS**

### **A. GENERAL**

#### **1. ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement manager. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made.

(b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change.

(c) Any name change, transfer, assignment, or novation is subject to the conditions and approval, which does not restrict transfers by operation of law.

### **B. BANKRUPTCY - GENERAL**

1. **BANKRUPTCY – GOVERNMENT INFORMATION** (a) All government information (as defined in the clause herein entitled “Information Security - Definitions”) shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

2. Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor’s possession in a format that can be readily utilized by the State.

3. In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit 21 or access government information.

4. **CONTRACTOR PERSONNEL** The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other people carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

5. **CONTRACTOR'S OBLIGATION -- GENERAL** The contractor shall provide and pay for all materials, tools, equipment, labor, and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

6. **MATERIAL AND WORKMANSHIP** Unless otherwise specifically provided in this contract, all material and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

7. **DEFAULT – SHORT FORM** The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

8. **INDEMNIFICATION – THIRD PARTY CLAIMS - GENERAL** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or



claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. The contractor shall be given timely written notice of any suit or claim. The contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

9. **RELATIONSHIP OF THE PARTIES** Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

10. **TERM OF CONTRACT – OPTION TO RENEW** At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

11. **TERM OF CONTRACT-TERMINATION BY CONTRACTOR** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least days prior to the expiration of the then current term.

12. **CHOICE-OF-LAW** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced, and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

13. **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE** Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Manager, (2) the solicitation, as amended, (3) Documentation of clarifications or discussions of an offer, if applicable, (4) your offer, (5) any statement reflecting the final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

14. The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by PDRTA Safety Manager, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

15. **DISPUTES Choice-of-Forum.** All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Purchasing Manager, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Florence County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States' Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) **Service of Process.** Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

16. EQUAL OPPORTUNITY Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

17. FALSE CLAIM According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

18. FIXED PRICING REQUIRED Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

19. NO INDEMNITY OR DEFENSE Any term or condition is void to the extent it requires PDRTA to indemnify, defend, or pay attorney's fees to anyone for any reason.

20. NOTICE: After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Manager's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

21. PAYMENT & INTEREST The PDRTA shall pay the Contractor within 30 days after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." The contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, PDRTA shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

22. PUBLICITY Contractor shall not publish any comments or quotes by County employees or include the County in either news releases or a published list of customers, without the prior written approval of the Purchasing Manager.

23. PURCHASE ORDERS Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

24. SETOFF PDRTA shall have all its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, PDRTA option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the county with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

25. SURVIVAL OF OBLIGATIONS The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

26. TAXES Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the PDRTA, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely PDRTA's obligation, after payment to the contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. The contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by PDRTA to contractor, contractor shall be liable to PDRTA for any loss (such as the assessment of additional

interest) caused by virtue of this failure or delay. Taxes based on the Contractor's net income or assets shall be the sole responsibility of the contractor.

27. **TERMINATION** Subject to the conditions below, PDRTA, providing a (30) thirty-day advance written notice is given to the vendor, may terminate the contract for any reason. **NON-APPROPRIATIONS:** Any contract entered by PDRTA resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. **FOR CONVENIENCE:** If this contract is terminated or canceled upon request and for the convenience of PDRTA without the required thirty (30) days advance written notice, then PDRTA may negotiate reasonable termination costs, if applicable. **FOR CAUSE:** Termination by PDRTA for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply. **DEFAULT:** In case of default by the vendor, PDRTA reserves the right to purchase any or all items in default in the open market, charging the vendor any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

28. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds, therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, the contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. The contractor will not be reimbursed any costs amortized beyond the initial contract term.

29. **THIRD PARTY BENEFICIARY** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.

30. **WAIVER** PDRTA does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to insist upon any term of the Contract strictly or promptly. Only the Procurement Manager has actual authority to waive any of PDRTA rights under this Contract. Any waiver must be in writing.

31. **VALIDITY OF PROPOSALS** Proposals and subsequent offers shall be valid for a period of 90 days.

## **IX. TERMS AND CONDITIONS**

### **A. SPECIAL**

#### **1. BANKRUPTCY – GOVERNMENT INFORMATION**

(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(ii) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.

(iii) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information.

#### **2. CHANGES**

(a) **Contract Modification.** By a written order, at any time, and without notice to any surety, the Purchasing Manager may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(i) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(ii) method of shipment or packing;

(iii) place of delivery;

(iv) description of services to be performed;

(v) time of performance (i.e., hours of the day, days of the week, etc.); or,

(vi) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract.

(vii) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(viii) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (i) of this clause, unless such period is extended by the Purchasing Manager in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the PDRTA is prejudiced by the delay in notification.

(ix) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

3. COMPLIANCE WITH LAWS: During the term of the contract, the contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

4. CONTRACT DOCUMENTS & ORDER OF PRECEDENCE—SOFTWARE LICENSING—SINGLE AGENCY:

Notwithstanding the clause entitled "Contract Documents & Order of Precedence," but as provided in the clause titled "Software Licensing Agreements—Single Solicitation," any contract awarded pursuant to this solicitation shall not include a software licensing agreement. Further, the document titled South Carolina Standard Amendment to End User License Agreements for Commercial Off-The-Shelf Software – Single Agency, which is attached hereto as an exhibit, is offered as information only and does not form part of the contract.

5. CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after the expiration of this contract. Violation of this provision may result in termination of this contract and may subject the contractor to suspension or debarment.

6. CONTRACTOR'S INSURANCE – GENERAL:

The Contractor shall procure and maintain insurance for the duration of this Contract against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the performance of the work hereunder by the Contractor, its subcontractors, employees, agents, or representatives for not less than any limits of liability shown below with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to PDRTA by the successful offeror.

**(a) Certificate of insurance must be included in the proposal.**

(i) Commercial General Liability: Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of Contractor and against all claims resulting from damage to any property due to any act or omission of Contractor, its subcontractors, employees, agents, or representatives in the operation of the work or the execution of the Contract.

(ii) Contractor shall maintain general liability coverage required for a period of not less than five years after final completion of the Project. General liability coverage must include products or completed operations coverage.

(iii) Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property, such as wire, conduits, pipes, etc., caused by Contractor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and  
Property Damage .....\$1,000,000 per occurrence

**(b) Comprehensive Automobile Liability:** Contractor shall maintain automobile liability insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in the Contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the Project. The minimum amounts of automobile liability insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and  
Property Damage .....\$1,000,000 Combined Single Limit

**(c) South Carolina Workers' Compensation Insurance:** Contractor shall maintain workers' compensation insurance for all of Contractor's employees who are in any way connected with performance under the Contract. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against City/GTA, its officers, officials, employees, agents, and representatives.

South Carolina Workers' Compensation .....Statutory Limits  
Employers' Liability Insurance .....\$500,000 Each Accident  
\$500,000 Disease Each Employee  
\$500,000 Disease Policy Limit

**(d) Cyber Security Liability:** Contractor shall maintain cyber security liability insurance for protection against all claims arising from cyber breaches including, but not limited to, notification of data breaches, help restoring personal identities, damage to electronic data and computer systems, identity recovery protection and data compromise protection. The minimum amount of cyber security liability insurance shall be as follows:

Cyber Security Liability.....\$1,000,000

(e) PDRTA and the officers, officials, employees, and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(f) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to the County and the officers, officials, employees, and volunteers of any of them. Any insurance or self-insurance maintained by PDRTA or the officers, officials, employees, and volunteers of any of them, shall be in excess of the Contractor's insurance and shall not contribute with it. (iv) Prior to commencement of the work, the Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this section. All certificates are to be received and approved by PDRTA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. PDRTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(g) Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify PDRTA immediately upon receiving any information that any of the coverage required by this section are or will be changed, cancelled, or replaced.

(h) Contractor hereby grants to PDRTA a waiver of any right to subrogation which any insurer of said Contractor may acquire against PDRTA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether RCRC has received a waiver of subrogation endorsement from the insurer.

(i) Any deductibles or self-insured retentions must be declared to and approved by PDRTA. PDRTA may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(j) PDRTA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

(k) PDRTA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(l) Deductibles, Co-Insurance Penalties, & Self-Insured Retention: Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

7. **CONTRACTOR PERSONNEL:** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other people carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8. **CONTRACTOR'S OBLIGATION – GENERAL:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to

fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact about all situations, including payment of all charges and the meeting of all other requirements.

## 9. DEFAULT

- (a) PDRTA may, subject to paragraphs (iii) and (iv) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:
  - (b) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
  - (c) Make progress, to endanger performance of this contract
- or
- (d) Perform any of the other material provisions of this contract.
  - (e) PDRTA right to terminate this contract under subdivisions (VII)(B)(18) and (19) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Purchasing Manager) after receipt of the notice from the Procurement Manager specifying the failure.
  - (f) If PDRTA terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Purchasing Manager considers appropriate, supplies or services like those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
  - (g) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond control and without the fault or negligence of the Contractor.
  - (h) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
  - (i) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to PDRTA, as directed by the Purchasing Manager, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Purchasing Manager, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
  - (j) PDRTA shall pay contract price for completed supplies delivered and accepted. The Contractor and Purchasing Manager shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Purchasing Manager shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Manager determines to be necessary to protect PDRTA against loss because of outstanding liens or claims of former lien holders.
  - (k) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of PDRTA, be the same as if the termination had been issued for the convenience of PDRTA. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of PDRTA, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.
  - (l) The rights and remedies of PDRTA in this clause are in addition to any other rights and remedies provided by law or under this contract.

10. DEFAULT – SHORT FORM: PDRTA may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide PDRTA, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to PDRTA for any and all rights and remedies provided by law. If it is determined that PDRTA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

11. ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES: PDRTA may bid separately any unusual requirements or large quantities of supplies covered by this contract.

12. ESTIMATED QUANTITY – UNKNOWN: The total quantity of purchases of any individual item on the contract is not known. The PDRTA does not guarantee that PDRTA will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

13. ILLEGAL IMMIGRATION: For purposes of this section, a person or other entity who uses a contract, subcontract, or exchange, entered into, renegotiated, or extended after November 6, 1986, to obtain the labor of an alien in the United States knowing that the alien is an unauthorized alien (as defined in subsection (h)(3)) with respect to performing such labor, shall be considered to have hired the alien for employment in the United States in violation of paragraph (1)(A). (8 U.S. Code § 1324a - Unlawful employment of aliens)

14. INDEMNIFICATION -- THIRD PARTY CLAIMS: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits act, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, or without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

15. INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION: Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(a) Indemnitee must notify contractor in writing within a reasonable period after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(b) Notwithstanding any other provision, the contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, or without regard to any clause regarding insurance.

(c) "Indemnitee" means PDRTA, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents, and employees.

16. LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for

each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

17. OFFSHORE CONTRACTING PROHIBITED: No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

#### 18. PRICE ADJUSTMENTS

(a) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(ii) by unit prices specified in the Contract or subsequently agreed upon;

(iii) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed all as specified in the Contract; or subsequently agreed upon;

(iv) in such other manner as the parties may mutually agree; or,

(v) in the absence of agreement by the parties, through a unilateral initial written determination by the Purchasing Manager of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed all as computed by the Purchasing Manager in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(vi) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

19. PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY: Upon approval of the Purchasing Manager, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Purchasing Manager at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by enough documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. The contractor may terminate this contract at the end of the current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Purchasing Manager no later than fifteen (15) days after the Purchasing Manager sends contractor notice rejecting the requested price increase.

20. PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES": Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Purchasing Manager. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).

21. PRICING DATA -- AUDIT – INSPECTION: [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Purchasing Manager's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the Purchasing Manager. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to the performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]



22. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

23. RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. The contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the purchasing manager) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

24. TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

25. TERM OF CONTRACT -- OPTION TO RENEW

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year unless contractor receives notice that PDRTA elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

(b) Contractor acknowledges that, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be voided.

26. TERM OF CONTRACT -- TERMINATION BY CONTRACTOR

(a) Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Purchasing Manager notice of its election to terminate under this clause at least 160 days prior to the expiration of the then current term.

27. TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE

28. QUANTITY CONTRACTS: Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

29. TERMINATION FOR CONVENIENCE

(a) Termination. The Procurement Manager may terminate this contract in whole or in part, for the convenience of PDRTA. The Procurement Manager shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(b) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Purchasing Manager may direct the contractor to assign the contractor's rights, title, and interest under terminated orders or subcontracts to PDRTA. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(c) Right to Supplies. The Purchasing Manager may require the contractor to transfer title and deliver to PDRTA in the manner and to the extent directed by the Purchasing Manager: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights

(hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Purchasing Manager, protect and preserve property in the possession of the contractor in which PDRTA has an interest. If the Purchasing Manager does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in an accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that PDRTA has breached the contract by exercise of the Termination for Convenience Clause.

(d) Compensation.

(i) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Purchasing Manager may pay the contractor, if at all, an amount set in accordance with Subparagraph (iii) of this Paragraph.

(ii) The Purchasing Manager and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by PDRTA, the proceeds of any sales of supplies and manufacturing materials under Paragraph (iii) of this clause, and the contract price of the work not terminated;

(iii) Absent complete agreement under Subparagraph (b) of this Paragraph, the Purchasing Manager shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

- a. contract prices for supplies or services accepted under the contract;
- b. costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
- c. reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (ii) of this clause. These costs must not include costs paid in accordance with Subparagraph (b) of this paragraph;
- d. any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the number of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(iv) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (ii) and (iii) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(v) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

## **X. FEDERAL CLAUSES**

### **A. Access to Records and Reports**

Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a

subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

## **B. American With Disabilities Act (ADA)**

1. The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, 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 persons with disabilities, including any subsequent amendments to that Act, 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 persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## **C. Restrictions on Lobbying**

1. Conditions regarding use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using no appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

2. Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(i) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(ii) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:  
(i) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or  
(ii) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Updated November 2022 Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or  
(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,  
(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(i) A subcontract exceeding \$100,000 at any tier under a Federal contract;  
(ii) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;  
(iii) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,  
(iv) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

#### **D. Civil Rights Laws and Regulations**

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include but are not limited to:

(a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

(ii) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally

assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

5. Civil Rights and Equal Opportunity the Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implement regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

(c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., 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, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue. Updated November 2022

(d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(e) Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

#### **E. No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

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

#### **F. Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. Notice to FTA and U.S. DOT Inspector General of information related to fraud, waste, abuse, or other legal matters (FTA Master Agreement (25), Sec. 39(b)(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient Access to Records and Reports Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for

#### **G. Byrd Anti-Lobby Amendment:**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

#### **H. Federal Changes:**

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. The contractor’s failure to comply shall constitute a material breach of the contract.

#### **I. Changes to Federal Requirements – Notice to Third Party Participants:**

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agree

## **J. Termination:**

Termination Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000.

1. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the recipient's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If the contractor is in possession of any of the recipient's property, the contractor shall account for same, and dispose of it as the recipient directs.

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

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

4. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to the contractor a notice of termination specifying the nature of default. The contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. 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 termination had been issued for the recipient's convenience.

7. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to the contractor a notice of termination specifying the nature of default. The contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the contractor has possession of the recipient goods, the contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. The contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. 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 termination had been issued for the recipient's convenience.

8. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to the contractor a notice of termination specifying the nature of default.

In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

(a) Delay in completing the work arises from unforeseeable causes beyond their control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

(b) Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience. If termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to the contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. 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 termination had been issued for the recipient's convenience.

9. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on the contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. The contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to the contractor. If termination is for the recipient's convenience, the contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

#### **K. Promoting Free Speech and Religious Liberty:**

The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

#### **L. Disadvantaged Business Enterprise:**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).



Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1). It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT assisted contracts.

#### **M. Incorporation of Federal Transit Administrations (FTA) Terms:**

All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

#### **N. Debarment and Suspension**

1. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 29 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

#### **M. Resolution of Disputes, Breaches, or other Litigation Disputes**

1. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

2. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing

#### **O. Patent Rights and Rights in Data**

1. Intellectual Property Rights This Project is funded through a Federal award with FTA for experimental, developmental, or Updated November 2022 research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data

first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

2. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(a). Any subject data developed under the Contract, whether or not a copyright has been obtained; and

(b). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

3. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under Updated November 2022 the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

4. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

6. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work. 6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance

#### **P. Notification of Federal Participation**

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

#### **Q. Equal Employment Opportunity**

EQUAL EMPLOYMENT OPPORTUNITY During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **R. Non-construction Employee Protection (Contract Work Hours and Safety Standards Act**

Applicability – Contracts over \$250,000

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

3. Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

4. Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and 33 also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

#### **S. Drug and Alcohol Use and Testing (49 CFR part 40.11(c))**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

#### **T. Violation and Breach of Contract**

1. Disputes: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

2. Performance during Dispute: 36 Unless otherwise directed by the agency's authorized representative, the contractor shall continue performance under this contract while matters in dispute are being resolved.

3. Claims for Damages: Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

4. Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and 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 Agency is located.

5. Rights and Remedies: 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 Agency 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.

#### **U. Prompt Payment**

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of Updated November 2022 work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

## **V. Simplified Acquisition Threshold**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or Updated November 2022 breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

## **W. Special DOL EEO Clause**

1. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. Updated November 2022 The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally

assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

#### **X. Special Notification for States**

Applies to States –

1. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (a) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (b) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (c) The amount of federal assistance FTA has provided for a State Program or Project.

2. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

#### **Y. Substance Abuse Requirements**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

#### **Z. Veterans Hiring Preference**

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

#### **AA. Trafficking in Persons**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect.
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or sub agreements thereunder.

#### **BB. Federal Tax Liability and Recent Felony Convictions**

1. The contractor certifies that it: Updated November 2022

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

2. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

#### **CC. Severability**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

#### **DD. Clean Air Act and Federal Water Pollution Control Act Requirements**

The Contractor agrees:

- (a) It will not use any violating facilities;
- (b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities";
- (c) It will report violations of use of prohibited facilities to FTA; and
- (d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. 7401-7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

## **EE. Energy Conservation Requirements**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. This requirement extends to all third-party contractors and their contracts at every tier, this clause shall be included in all subcontracts.

## **FF. Fly America Requirements**

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.

## **GG. Safe Operation of Motor Vehicles**

**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-rented vehicles, or personally operated vehicles. The terms "company owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or GTA.

**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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **HH. Buy America Requirements**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that Federal funds may not be obligated unless all 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 CFR § 661.7. The bidder or offeror must submit to the GTA/City the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

## **II. Cargo Preference Requirements**

The Contractor agrees (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the GTA/City (through the contractor in the case of a subcontractor's bill-of lading.); and (c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **JJ. Recycled Products**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

**KK. Notification to FTA and U.S. DOT Inspector General**

The GTA must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for FTA Region IV, if the GTA has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the GTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the GTA. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions. Failure to include this notice may be deemed a material breach of contract.

**LL. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Contractor represents that it is and will be compliant at all times with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (August 13, 2018), and will not provide telecommunications and/or video surveillance services or equipment to the GTA in the performance of any contract, subcontract or other contractual instrument resulting from a solicitation or RFP that have been manufactured by a supplier (including any subsidiary or affiliate of those entities) that is considered prohibited or not approved under this regulation. This statute is not limited to entities that use end-products produced by those companies; and also covers the use of any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**MM. National Intelligent Transportation Systems (ITS) Architecture and Standards**

Contractor represents that it is and will be compliant at all times with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (August 13, 2018), and will not provide telecommunications and/or video surveillance services or equipment to the GTA in the performance of any contract, subcontract or other contractual instrument resulting from a solicitation or RFP that have been manufactured by a supplier (including any subsidiary or affiliate of those entities) that is considered prohibited or not approved under this regulation. This statute is not limited to entities that use end-products produced by those companies; and covers the use of any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.



**XI. ATTACHEMENTS TO SOLICITATION**

**APPENDIX A: BID SHEET AND PRICE/BUSINESS PROPOSAL**

The Agreement shall be in effect for only the decided upon number of days following the receipt of the Notice to Proceed. Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide the specified services to PDRTA, in accordance with the Specifications described in the RFP, during the initial term from the date on the Notice to Proceed and at the prices set forth in the following Bid Schedules.

**1. Base Bid:**

To supply all labor and materials and to perform all work shown or specified to complete the project for the sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) hereby designated as the Bid. The bidder understands that the PDRTA reserves the right to reject any and all bids and to waive any informalities in the bidding. PDRTA also reserves the right to accept or reject portions of the Bidders proposal. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids. Include completed Appendix A, 2- "The Cost Schedule." The undersigned declares that his firm is (delete those not applicable): A corporation organized and existing under the laws of the State of: \_\_\_\_\_ A partnership consisting of: \_\_\_\_\_ The undersigned declares that the person signing this proposals is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
(Type/Print Name and Title)

\_\_\_\_\_  
City, State, Zip

S.C. General Contractor's License No. \_\_\_\_\_

**2. Cost Schedule**

The PROPOSER, in compliance with the request for proposals for the PDRTA Intelligent Transportation System (ITS) and Related Services, having examined the scope of work and written specifications, hereby proposes to furnish PDRTA Intelligent Transportation System (ITS) and Related Services for the following unit prices.

<b>FIXED ROUTE EQUIPMENT + INSTALLATION (CAPITAL /ONE-TIME COSTS)</b>				
<b>Per Bus</b>	<b>Cost</b>	<b>#of Buses</b>	<b>Extended Total</b>	
Math	(A)	(B)	(A) X (B)	
MDT/VLU (NOTE IF REUSING EQUIPMENT)				
INSTALLATION				
REMOVAL OF OLD HARDWARE				
<b>SETUP</b>	<b>COST</b>	<b>UNITS</b>	<b>EXTENDED TOTAL</b>	
AVAS DATABASE/VOICE SETUP				
SETUP/ROUT IMPORT				
TRAINING (Operations, Planning, Maintenance)				
<b>CAPITAL/ONE-TIME COST TOTAL:</b>				

<b>PROJECT IMPLEMENTATION (CAPTIAL/ONE-TIME COSTS)</b>	
<b>SERVICE</b>	<b>TOTAL</b>
PROJECT MANAGEMENT	
TRAVEL	
NTD CERTIFICATION	
<b>(CAPITAL/ONE-TIME COST) PROJECT IMPLIMENTATION TOTAL:</b>	

<b>SUMMARY TOTAL/ONE-TIME COST (20 POINTS IN PRICE EVALUATION)</b>	
<b>ITEM</b>	<b>TOTAL</b>
PROJECT IMPLEMENTATION (CAPTIAL/ONE-TIME COSTS)	
FIXED ROUTE EQUIPMENT + INSTALLATION (CAPITAL /ONE-TIME COSTS)	
<b>TOTAL CAPITAL/ONE-TIME COSTS</b>	

<b>FIXED ROUTE ANNUAL AND REOCCURING COST</b>						
<b>SERVICE/LICENSE</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
SOFTWARE/CAD						
ANNUAL SUPPORT						
DATA RETENTION (5 YEARS)						
FIXED ROUTE COSTS						
ANNUAL SIGN COSTS						
NTD REPORTING						
SMARTPHONE APP						
IVR LICENSE						
SMS LICENSE						
BREAK OUT INDIVIDUAL LICENSES IF NECESSARY						
<b>TOTAL ANNUAL FEES</b>						

WARRANTY COSTS						
WARRANTIED ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
WARRANTY COSTS						
MDT/VLU						
AVAS						
APCS						
INFOTAINMENT						
					<b>TOTAL WARRANTY FEES (5 YEARS)</b>	
<b>ASSUME YEARS 2-5 OF WARRANTY ARE OPTIONAL. IF REUSING EQUIPMENT, STATE IF RMA/WARRANTY PROCESS WILL BE AVAILABLE.</b>						

SUMMARY TOTAL ANNUAL & REOCCURING COSTS-5 YEARS (20 POINTS IN PRICE EVALUATION)	
ITEM	TOTAL
FIXED ROUTE ANNUAL AND REOCCURING COSTS	
WARRANTY COSTS	
<b>TOTAL ANNUAL &amp; REOCCURING COSTS</b>	

OPTIONS (NOT INCLUDED IN PRICE EVALUATION)			
ITEM	COST	QUANTITY	EXTENDED COST
UPDATE WIFI TO CRADLE POINT R1900 OR SIMILAR			
VLU SECONDARY POSITIONING WITH ODOMETER			
SOCIAL MEDIA INEGRATION			
ONSITE SUPPORT FOR 1 WEEK DURING LAUNCH			
REMOTE TRAINING FOR FUTURE NEW EMPLOYEES			
REMOTE DESTINATION SIGN PROGRAMMING			
TSP INSTALL			
INSPECTION SOFTWARE			
DATA RETENETION (3 YEARS)			
DATA RETENETION (10 YEARS)			
WARRANTY FOR OPTIONAL ITEMS			
APCS (1 DOOR)			
APCS (2 DOOR)			
AVAS			
DESTINATION SIGN INTEGRATION (NOTE IF REUSING EQUIPMENT)			
INFOTAINMENT INTEGRATION/ SETUP			

**APPENDIX B: IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: [www.sctax.org](http://www.sctax.org)

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/forms/withholding/i-312-form>

**APPENDIX C: LOBBY RESTRICTIONS FORM**  
**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify  
(Name and Title of Official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of the fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date / /

Signature of notary and SEAL \_\_\_\_\_

**APPENDIX D CERTIFICATION OF COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**

I, \_\_\_\_\_, hereby state and declare that I am the  
(name)

\_\_\_\_\_ of, \_\_\_\_\_ (title)  
(name of entity)

And hereby certify to the Awarding Agency that, as to any service contract subsequently entered into with the

Awarding Agency, that

\_\_\_\_\_  
(Name of entity)

intends to verify any new employees' status and require any of my subcontractors or sub subcontractors performing services under any contract with the Awarding Agency to verify any new employees' status, per the terms of the South Carolina illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina 1976.

\_\_\_\_\_  
(Name of Official)

Date: \_\_\_\_\_

**APPENDIX E CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**



**Certification Regarding**

**Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## APPENDIX E1 INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



**APPENDIX F DBE**

THIS FORM IS TO BE COMPLETED BY ANY PROPOSER WISHING TO BE IDENTIFIED AS A DBE OR BY ANY PROPOSER WISHING TO IDENTIFY DBE PARTICIPATION IN ITS BID.

**SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. PDRTA overall goal for DBE participation is 5%. A separate Contract goal of 10% has been established for this Contract.

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

Since DBE participation is encouraged, if Bidder submit DBE participants, Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this Contract is conditioned on submission of the following concurrent with and accompanying an initial Qualifications Statement:

- The names and addresses of DBE Proposers that will participate in this Contract;
- A description of the work each DBE will perform;
- The dollar amount of the participation of each DBE Bidder participating;
- Written documentation of the Bidder’s commitment to use a DBE subcontractor whose participation it submits to meet the Contract goal;
- Written confirmation from the DBE that it is participating in the Contract as provided in the prime Contractor’s commitment; and
- If the Contract goal is not met, evidence of good faith efforts to do so.

Proposers must present the information required above as a matter of responsiveness with initial Qualifications Statement. (see 49 CFR 26.53(3)). The successful Bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor’s receipt of payment for that work from PDRTA. In addition, the Contractor may not hold retainage from its subcontractors.

The Contractor must promptly notify PDRTA, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of PDRTA.

If a Bidder is a DBE or if a proposer intends to utilize DBE Proposers in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal, the following schedule must be completed:

The \_\_\_\_\_ will utilize the following:  
(Name of Bidder)

DBE Bidder(s) in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal:

Item # and Description	Name of DBE Bidder	Type of Work or Parts to be Used/Performed	% of Proposal Attributable to DBE
1.			
2.			
3.			
4.			

Total % of Proposal Price Attributable to DBE:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

**APPENDIX G SUMMARY OF REFERENCES**

Proposers shall furnish three references relating to computer/network maintenance and repair, which enables the contractor to be abreast of current developments in the areas of concern for which they have furnished or are currently furnishing work of a similar nature to the requirements outlined in this solicitation.

**Reference (1)**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

+++++

**Reference (2)**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

+++++

**Reference (3)**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**APPENDIX H- BUY AMERICA REQUIREMENT**

**Steel, Iron, or Manufactured Products Buy America Certificate**

**IFB/RFP Number:** \_\_\_\_\_ **Procurement Description:** \_\_\_\_\_

**Certificate of Compliance with Buy America Requirements** The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

**Certificate of Non-Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

**APPENDIX I CERTIFICATION OF PRIMARY PARTICIPANT REGARDING PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT**

The Primary Participant (name of applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third-party contract), \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its officers, directors, principals, and agents:

1. Pursuant to 48 CFR 52.204-24, the Offeror represents that—

It  WILL,  WILL NOT provide covered telecommunications equipment or services to the GTA in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

2. After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  DOES,  DOES NOT use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

The Offeror agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR 52.204-24 ARE APPLICABLE THERETO.

Executed this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
Name of Contractor’s Firm

\_\_\_\_\_  
Signature

**APPENDIX J ETHICS IN PUBLIC CONTRACTING AFFIDAVIT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ (title) for/of \_\_\_\_\_  
(company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY/BUSINESS

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

ITS: \_\_\_\_\_  
TITLE

Notary Public for \_\_\_\_\_ (state)

My commission expires \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

**APPENDIX K NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Pee Regional Transportation Authority or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) \_\_\_\_\_

\_\_\_\_\_  
(title)

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(signature)

My commission expires \_\_\_\_\_

**APPENDIX L SUB-CONTRACOR/SUB-CONSULTANT PARTICIPATION**

IFB/RFP No. \_\_\_\_\_

Project: \_\_\_\_\_

We, \_\_\_\_\_,

(Name of Bidder/Proposer)

do hereby certify that the following list contains all subcontractors and/or sub-consultants associated with this project, if applicable. I will notify PDRTA of any changes that occur.

## **APPENDIX M- OFFEROR'S CHECKLIST**

### **1. AVOID COMMON BID/PROPOSAL MISTAKES**

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process! Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

### **2. OFFERS CHECK LIST/PROPOSAL SUBMISSION SHEETS**

The following Documents must be included along with the Proposal:

1. Cover pages 1 and 2, must be filled out and sign in ink
2. SPREADSHEET IN SOW SECTION IV, B, 11.
  - A. SPREADSHEET IN SOW SECTION IV, B, 13 FOR DISPATCH (OPTIONAL)
3. BID SHEET AND COST SCHEDULE APPENDIX A, paragraph #2
4. TAX NOTICE- NON-RESIDENTS ONLY APPENDIX B
5. CERTIFICATION AND RESTRICTIONS ON LOBBYING APPENDIX C
6. CERTIFICATION OF COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT APPENDIX D
7. DEBARMENT, SUSPENSION CERTIFICATION APPENDIX E
8. SCHEDULE OF DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION APPENDIX F
9. SUMMARY OF REFERENCES APPENDIX G
10. BUY AMERICA REQUIREMENT APPENDIX H



11. CERTIFICATION OF PRIMARY PARTICIPANT REGARDING PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT APPENDIX I

12. ETHICS IN PUBLIC CONTRACTING AFFIDAVIT APPENDIX J

13. NONCOLLUSION AFFIDAVIT OF PRIME BIDDER APPENDIX K

14. SUB-CONTRACTOR/SUB-CONSULTANT PARTICIPATION I

15. Certification of Insurance showing present coverage

16. Copy of the Offeror's City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Procurement Manager).

## **APPENDIX N SELECTION PROCESS AND EVALUATION CRITERIA**

PDRTA intends to evaluate all submitted proposals and will select contractors to meet with in an interview format, to discuss the proposal and contractor qualifications, in greater detail. The selected contractor will meet with PDRTA to negotiate compensation for the proposal. Therefore, the offeror's initial proposal should contain the offeror's best terms from a performance and design standpoint.

### **I. EVALUATION CRITERIA**

Evaluation criteria to be used in determining the selected firm in order of importance are:

Proposal evaluation criteria will be grouped into percentage factors as follows:

#### **A. Cost. (Maximum 40 points)**

Cost will be evaluated based on two factors: One-Time/Capital Costs and Operating Costs; each factor will be worth 20 points. This will be based on the attached price sheet. Options pricing will not be included in the evaluation.

#### **B. Technical Proposal & System Specifications. (Maximum 30 points)**

1. This criterion involves the evaluation of the ITS that best suits PDRTA needs as stated in the Scope of Work.
2. Proposer's responsiveness to the proposal requirements and guidelines.
3. Adherence to the requirements listed in the system specifications section and descriptive comments of functionality and features.

#### **C. Qualifications and Experience. (Maximum 20 points)**

1. 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 firm to perform the Scope of Services in a timely manner.
2. Proposer's past relevant experience and references submitted in the proposal.

#### **D. Implementation Schedule. (Maximum 10 points)**

This criterion will be based on how quickly the project can be rolled out and delivered.

## **II. SELECTION PROCESS**

### **A. Details**

An evaluation committee shall be formed to review and evaluate the proposals. The evaluation committee shall complete the evaluation form giving consideration to information provided in the proposals.

The evaluation committee may elect to interview firms short-listed but reserves the right to award the contract based on the evaluation committee's review and ranking of proposals. If the evaluation committee chooses to short-list

and interview for those services, 15 additional points will be allocated for this phase, and these points will be added to the total from the qualifications review phase.

**B. Contract Negotiations**

The selected firm will be responsible for developing and submitting a detailed Project Scope and Time Schedule to be included in the contract documents. This scope and schedule shall be consistent with the requirement of this RFP and is subject to approval by PDRTA.