



Request for Proposals No. 2023-006

Automated Demand Response Transportation Management Scheduling and Routing Software

Due Date: November 2, 2022
Time: 10:00 AM EDT
Receipt Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Proposal Conference

In-Person & Virtual

Date: October 12, 2022
Time: 11:00 AM EDT
Location: Union County Government Center
Board Conference Room
500 N. Main Street
Monroe, NC 28112

Procurement Representative

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1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina
Request for Proposals No. 2023-006
Automated Demand Response Transportation Management Scheduling and
Routing Software**

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM EDT on November 2, 2022**. Late submittals will not be accepted.

Union County, through the Human Services Transportation Division, is soliciting proposals from experienced and qualified firms to provide transportation management software capable of administering the Transportation Division's ongoing client management and daily scheduling, routing, and reservation management needs, and also providing robust reporting and data analytics of all related data.

A Non-Mandatory, Pre-Proposal Conference will be held on **October 12, 2022 at 11:00 EDT** virtually and in-person at the instruction on page 6 of this solicitation. Representatives from the Human Services Transportation Division will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

The work performed under the resulting contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (20), dated October 1, 2013, FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

This procurement may be made using State of North Carolina and/or the Federal Transit Administration financial assistance grants awarded UCT. The successful supplier shall be required to comply with all applicable state and federal laws, regulations, and special terms and conditions of the grant agency(ies).

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Proposal Documents from the Union County website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina IPS website:
www.ips.state.nc.us (Bid by Departments, search County of Union).

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (vicky.watts@unioncountync.gov) no later than **October 19, 2022 at 10:00 AM EDT**.

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.



Union County reserves the right to award to multiple vendors.

Offerors are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

End of Notice of Advertisement

2 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS

All Proposal Submittals are to be received by the Union County Procurement Department no later than **10:00 AM EDT on November 2, 2022** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. Select the Solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal, and select submit. An email will be sent to the address listed on the form as your confirmation of receipt.

The proposal package **must be signed** by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Paper submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to:

- Reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest;
- Cancel this solicitation; and
- Award to multiple vendors.

2.3 PROPOSAL QUESTIONS


Proposal questions will be due on or before **October 19, 2022 at 10:00 AM EDT**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Vicky Watts at vicky.watts@unioncountync.gov by the deadline shown above. **The email subject line should identify the proposal number and project title.** All questions and answers may be posted as addenda on www.unioncountync.gov and www.ips.state.nc.us.

2.4 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this RFP or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.



Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix 3 – Addendum and Anti-Collusion form.

2.5 NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Proposal Conference will be held in-person and virtually on **October 12, 2022 at 11:00 AM EDT** at the Union County Government Center, 500 N. Main Street, Monroe, NC 28112 or at the link below. Representatives from the Human Services Transportation Division will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, it is strongly encouraged.

Companies attending virtually must sign-in with representative name, company name, phone number, and email address in the comment section. Please use the following information to join the meeting:

***Due to technical difficulties, Procurement is unable to provide a virtual link at this time. The virtual link will be provided in Addendum 1 prior to October 12, 2022.**

2.6 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

3 INTRODUCTION

3.1 COUNTY


The County (estimated population 239,859) is located in the central, southern piedmont. The County provides its residents with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 PURPOSE

Union County, through the Human Services Transportation Division, is soliciting proposals from experienced and qualified firms to provide transportation management software capable of administering the Transportation Division's ongoing client management and daily scheduling, routing, and reservation management needs, and also providing robust reporting and data analytics of all related data.

4 BACKGROUND

Union County Transportation (UCT) provides demand-response transit service designed to improve and enhance the quality of life for residents by enabling them to access medical care,



educational opportunities, jobs, and other resources where they can conduct activities of daily living and enjoy recreational opportunities. Transportation services are available to all residents of Union County through limited grant funded programs or through sponsorship of a local human service agency. To enable daily operations, UCT utilizes transportation management software.

This project is being implemented with the goals of increasing operational efficiency and growing UCT's capacity. The successful Offeror will deliver a demand response scheduling system that is a cloud-hosted software as a service (SaaS) turnkey solution. The system must be secure, intuitive, and provide easy-to-use GIS-based scheduling and routing functionality that can be accessed through a web browser from any internet-enabled device. Such functionality includes:


- Client management and registration;
- Reservations and Scheduling;
- Dispatching and Routing;
- Billing;
- Reporting and Data Analytics;
- Profile Management;
- Trip History;
- Integration with other service-related technologies;
- Internal Interactive Voice Response (IVR) (Capability required, but may be an add-on module to base);
- Customer Self-Service for Trip Information and Reservations (Capability required, but may be an add-on module to base);
- *Fare Payment integration (Capability preferred, but may be an add-on module to base).*


5 SCOPE OF WORK

5.1 GENERAL REQUIREMENTS

The selected software solution / successful Offeror must:

- Use SQL based application database technology. The platform must be identified in proposal.
- Be designed to immediately administer and meet UCT operation requirements and FTA, NCDOT, and Medicaid NEMT reporting and billing requirements.
- Be able to be fully implemented within 3 months of contract signing.
 - It is expected that the transit system will 'Go Live' within 30 days of the completion of training. 'Go Live' is defined as when the transit system no longer uses a dual system but relies solely on the software purchased in this RFP.
- It is expected that the transit system will be 'Fully Implemented' within 2 months of 'Go Live'. The definition of 'Fully Implemented' is below and includes the ability for UCT to:
 - Use the automated scheduling engine daily
 - Generate ad hoc reports as needed
 - Get necessary reporting information from the system
 - Create a usable billing report
 - Use real time dispatching (i.e. dispatcher is able to constantly monitor and update the application)

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- Have made appropriate business practice changes to fully utilize the software
 - Use ordered manifests, which provide step by step pickup and drop-off information to drivers
 - Include in its base program and pricing the following features: client management, client registration, trip scheduling/reservations, dispatching, mapping/routing, geocoding, trip brokering, trip verification, billing/invoicing, reporting, data analytics, vehicle management, and pre/post trip vehicle inspections.
 - Provide operating system specifications including the recommended hardware and software requirements.
 - Offeror shall indicate whether hardware and software are necessary or preferred for proper functioning of most automated scheduling software.
 - List recommended network speed and configurations.
 - Be able to be accessed through a current web browser from any internet-enabled device.
 - Allow UCT to purchase mobile data computers or tablets (MDC/T) of our preference (e.g. Apple, Android, Samsung, Google, Dell, Lenovo, etc.) to use with the software.
 - Allow UCT to purchase internet/wireless service from our preferred provider (e.g. Sprint/T-mobile, Verizon, ATT, Spectrum).
 - Be a cloud-based, hosted solution.
 - Follow an open architecture design model to enable future integration with add-on technologies and coordination of trips among multiple providers using varied technology platforms, and provide UCT the ability to independently develop interfaces and/or enable integration with other internal or third-party systems, including but not limited to the following state programs:
 - Medicaid Brokers (currently ModivCare and MTM)
 - North Carolina Tracks (NCTracks)
 - Work seamlessly with UCT in-office staff, remote staff, and drivers.
 - Provide Union County database administrators with, at minimum, “read” access to selected software solution databases along with data dictionary(ies) for future systems integrations and/or data analytic needs.
 - Provide Union County with a topology map indicating network design with cloud transport and include data center locations where application data will be stored.
 - Generate statistics that enable UCT to determine the efficiency of the schedule.
 - Include automated real-time scheduling functionality / automatically schedule trips without a human scheduler being involved.
 - Allow UCT to make manual schedule adjustments.
 - Allow UCT to accept or reject the entire proposed schedule or portions of the schedule.
 - Allow UCT to manipulate settings to create tighter/looser schedules.
 - Provide data analysis
 - Provide both canned reports and ad-hoc reporting capability that informs management decisions and drives increased service efficiency, data accuracy, and reduces time spent on administrative and reporting activities.
 - Enable reports and other necessary information to be printed, exported to PDF and/or Word, and exported in tabular form, including .CSV and MS Excel.
 - Provide a response that includes demonstrations for stakeholders (if requested), timeline, identification of roles, test cases, training, workflows.

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- Indicate staffing requirements from Union County’s IT department for installation, maintenance, backup, upgrade, or customization;
 - Be both desktop and mobile friendly, interfacing with all modern browsers.
 - Be fully Windows-compatible and compliant with the National ITS Architecture.
 - Include automatic updates to the latest software version within 1 month of release.
 - Include an intuitive interface that allows UCT users to efficiently and easily enter and retrieve information for all data fields and “toggle” through screens for each program module
 - Log all actions taken in the system and attribute those to the logged in user.
 - Provide full audit capabilities and ability to produce necessary reports to meet FTA, NCDOT, Medicaid NEMT, Grant, and other audit requirements.
 - Be customizable to support specific program needs identified by Union County, including being able to add additional questions/data fields as required by evolving Federal, State, FTA, NCDOT and local guidelines.
 - Be flexible to accommodate evolving federal and local requirements such as eligibility changes and additional funding sources.
 - Include the ability to display a client’s address on a map. The map should be the same map used to schedule the route.
 - Be designed and implemented in such a way to easily allow testing various alternatives (“what if” scenarios) to determine the impact of parameter changes (such as travel time), trip data, and assignments, using actual trip data, without changing or impacting operational data.
 - Provide training for the County and/or its agents associated with initial implementation as well as all upgrades.
 - Provide technical assistance when requested and based on established Service Level Agreement (SLA).
 - Allow UCT to upload/attach and maintain documents including but not limited to State identification card or driver’s license, signed registration form.
 - Include storage for data and all associated files. Indicate costs for the following options:
 - Unlimited storage of data and uploaded files
 - Indicate cost structure based on the amount of time storage is used (e.g. for the duration of the agreement or by year)
 - Base storage amount of 500GB and additional tiers of use if needed
 - Indicate cost structure for moving up/down tiered storage levels.
 - Ensure the County has the capability to view all data and files in a format that will allow adherence to federal audit guidelines, including legacy “view only” system access, if needed, for up to eleven (11) years.
 - Automatically save and back-up all data in real-time and provide timely recovery of all data and files in the event that services are interrupted.
 - Encrypt all data at rest and in transit.
 - Notify County of any necessary scheduled downtime for maintenance, and, obtain County approval in writing prior to scheduling any downtime.
 - Provide the ability to add, delete or update system users and roles;
 - Include security features to limit access to major functions based on assigned roles.
 - Offeror is expected to use the common North Carolina Transit Definitions, included in the Appendix 3 of this document. Reports and billing information should match the definitions.

- Offeror is to provide options to both manually enter all data to ensure the implementation begins with complete and accurate information, and, to import from existing software package (RouteMatch) then manually check and update for accuracy.
- *(Preferred not required) Include vehicle accident reporting and tracking by dispatchers and drivers to track lost revenue hours and incidents.*
- *(Preferred not required) Include the ability to track customer reported issues and complaints.*

6 SPECIFICATIONS

6.1 SECURITY SPECIFICATIONS


The Offeror's services shall be planned, designed, developed, implemented, and maintained in a secure manner. Union County requires that all systems connected to the County Network or that process County data, meet an acceptable level of security compliance. This includes those systems that operate outside of the County's direct control such as Cloud Services defined as Software as a Service (SaaS) or Platform as a Service (PaaS). Security Requirements shall be supported in a manner that makes verification possible via analysis, observation, test, inspection, measurement, or other defined and achievable means.

Offerors must comply with security controls as outlined in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53. Additional requirements for this RFP include:

- CFR 6 Part 37 - Real ID Act
- 18 U.S. Code § 2721 - Prohibition on release and use of certain personal information from State motor vehicle records
- § 20-43.1. Disclosure of personal information in motor vehicle records
- N.C.G.S § 143B-1375 - Security
- N.C.G.S § 143B-1376 - Statewide security and privacy standards
- N.C.G.S. §143B-1331 - Business Continuity Planning
- NCDOT Policies, Standards, Guidelines and Procedures
- NCDIT-T Policies, Standards, Guidelines and Procedures
- NC Statewide Information Security Manual

Security Requirements include, but are not limited to:

1. The Offeror shall submit applicable third-party risk assessment reports (e.g., SOC 2 Type II, ISO 27001, FedRAMP, HiTrust, PCI DSS, etc.) to Union County with their proposal submission that:
 - a. Demonstrates the Offeror's compliance to applicable industry accepted practices;
 - b. Address the full scope of the Offeror's services to Union County.
2. The Offeror's services shall be planned, designed, developed, implemented, and maintained using Information Assets located within the physical borders of the United States.
3. Offeror's application must be SAML compliant for Single Sign-On (SSO) integration

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4. Authentication mechanisms shall protect against unauthorized access, use, disclosure, disruption, modification, and destruction of information assets in order to provide confidentiality, integrity, availability, and accountability.
 5. Multi-factor Authentication (MFA) shall be enforced for all non-console remote privileged access to restricted and highly restricted information systems.
 6. Account management activities shall enforce role-based access.
 7. Security testing, vulnerability scanning, and penetration testing activities shall be supported in a manner consistent with the Security Requirements.
 8. Information Systems that store, process, transmit, and/or can impact the security and privacy of Union County data shall be capable of sending event logs in real-time to Union County. Event log categories include, but are not limited to, application logs, system logs, security logs, directory service logs, file transfer logs, database logs and email logs.
 9. The Offeror shall submit a current Incident Response policy and Incident Response process noting how the Offeror shall notify and provide the full details of a suspected security incident or security breach involving County data to Union County within 24 hours of Offeror's confirmation.
 10. The Offeror's services shall provide the capability to securely integrate with 3rd party software including Confirm-IT Interactive Voice Response IVR.
 11. The Offeror's services shall provide built-in integration between its own core system module(s), Automatic Vehicle Locator (AVL) solution, and tablet technology.

Personally Identifiable Information (PII) is classified as highly restricted and defined as information that can be used to distinguish or trace an individual's identity, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as name, date and place of birth, employer, home and work addresses, email address, phone number, mother's maiden name, etc.

6.2 DESIGN REQUIREMENTS

The system must be a service-proven design that is secure, follows industry best practices, and supports openness with third parties using APIs for potential future integrations.

- The system shall utilize a service-proven design. To establish a design as service-proven, the Offeror shall submit specific details of the design application history, deployments with demand-response transportation systems, and project references.
- The system shall:
 - Use system architecture best practices that support openness, easy integration with third parties, and follow industry best practices.
 - Ensure both software and customer interfaces comply with Americans with Disabilities Act (ADA) standards in effect at the time of Final Acceptance.
 - Comply with both current and future amendments of Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Part 160 and 164, Subparts A, C and E in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 - Ensure all transmissions of customer or UCT data, including username, password, and any customer PII, are TLS-encrypted (TLS v1.2 or higher) via the HTTPS protocol.

6.3 SYSTEM DESIGN


The Offeror shall:

- Prepare a comprehensive System Design/Configuration set of documents (SDD) describing the functionality, user interfaces, network and system interfaces, and other elements to fully describe the system.
- The SDD shall include at a minimum:
 - System overview, architecture, and configuration information
 - All onboard and system software and functionality
 - All system interfaces, including data communications and interfaces with other systems
 - All system configurations for all of the participating Agencies
 - Performance measures and overall testing and acceptance process
- Present the design documents and related information in Preliminary Design Review (PDR) and Final Design Review (FDR) meetings.
- Facilitate a general demonstration of the system identifying each application or module provided under this Contract in a presentation. Decisions required to configure the system or design elements of the system must be clearly articulated for UCT.
- Design review meetings shall be held with UCT either in person or using approved video conferencing tools and shall include an overall System Design Review meeting, followed by detailed reviews for each application or module provided by the Offeror. This includes:
 - Client Management
 - Reservations and Scheduling
 - Dispatching and operations
 - Customer applications (e.g., mobile app, phone, website)
 - Reporting
 - Integrations
 - Hardware (e.g., MDTs or Tablets)
 - System support and maintenance
- Conduct interactive workshops using demonstration equipment to “walk through” system operation and develop the screens for all user interfaces.
- Conduct interactive workshops to demonstrate the system operation's final design, including final screens for user interfaces and customer facing applications.
- Provide all labor and materials required for system testing, including but not limited to multiple phone types and sizes across iOS and Android platforms, funding sources, and all support services and facilities required to the system.
- Prepare and submit a comprehensive testing plan for review and approval by UCT.
- Provide a comprehensive set of test use cases and testing scripts for UCT that include at a minimum:
 - All features and functions provided under this Contract, configured for UCT as determined during design review
 - Testing setup/pre-conditions, step by step instructions to complete the test and expected results for each test
 - Test success/acceptance criteria
 - The Offeror shall generate sufficient data to thoroughly test the reports provided under this Contract for reporting testing.
- Testing use cases shall be provided to UCT no later than two (2) weeks prior to the start of testing for review and approval.

- Any and all software not passing inspection or test shall be corrected by the Offeror and retested at no additional cost to UCT.
- UCT may, at their discretion, assign a representative to witness and or/audit all testing.
- Provide a test environment for the system that provides comprehensive system functionality to fully test all features and functions provided under this Contract. The testing environment shall be separate from the development and production environments.
- Facilitate and lead two (2) stages of testing:
 - Functional Testing
 - Functional Testing shall include comprehensive testing of the system as configured for UCT. Testing shall be conducted on all components provided under this Contract. The Offeror shall complete functional tests for the application which demonstrate and verify all functions provided as part of this Contract, including the review and usability testing of all user-accessible screens and commands.
 - A Functional Testing report will be provided to UCT for review and approval before the Offeror is allowed to proceed to the next stage of testing.
 - System Acceptance Testing (SAT)
 - SAT shall begin after full public launch of the complete solution for all system components and will continue for 45-days.
 - SAT shall be performed in the production environment with all features and functions provided under this Contract.
 - The Offeror shall:
 - Support all elements of SAT, including, but not limited to, system maintenance, reporting, and customer support.
 - Any critical issue (as defined by the SLA) discovered during SAT shall constitute a restart of the SAT period once the issue has been resolved.
 - If the applicable performance requirements defined in agreed SLA are not attained during the 45-day period, the SAT shall be extended a minimum of 90-days to allow for three consecutive 30-day periods in which the requirements are met.
 - Identify and implement remedial action at no cost to UCT if an applicable system component does not meet the specified performance requirements during SAT.
 - Meet with UCT no less than two (2) times per week during SAT to discuss progress, issues, and results, and, provide formal reports on system performance at the end of the 45-day period.
 - Provide all testing data, reports, and other testing information to UCT for review and approval within 10-business days following the Completion of SAT.
 - Be responsible for all system operation and maintenance until UCT issues approval of SAT.
 - Provide a minimum of one (1) week onsite support during public launch.

6.4 APPLICATION PROGRAMING INTERFACE (APIS) REQUIREMENTS

- The system shall:
 - Use APIs to share data and connect with third-party applications as required



by the County. Documentation describing all API calls, data formats, and communication and security protocols used to support the system interfaces shall be provided.

- Be integrated with system applications such as Interactive Voice Response (IVR) system, mobile applications, customer websites, and other such applications using APIs.
- use a commercial off the shelf (COTS) API management solution that supports all functionality provided the demand-response system, including:
 - Client management
 - Reservations
 - Dispatching and Scheduling
 - Customer service
 - Fare payment
 - Reporting
- Examples of APIs and a description of the features and functions supported by existing APIs must be included as part of the proposal.
- All open architecture Application Programming Interface (APIs), open-source code, libraries, and Intellectual Property (IP), including data exchange formats and algorithms, shall be provided to Union County under a perpetual license to enable internal use and distribution to third parties at no additional cost.

6.5 CODE AND REGULATION COMPLIANCE REQUIREMENTS

The list of applicable codes, laws, ordinances, statutes, standards, rules, and regulations will include but is not limited to the items below. The latest revisions in effect at the time of Final Acceptance will apply.

- Americans with Disabilities Act (ADA)
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- Advanced Encryption Standard
- FIPS 140-3
- IEEE 802.11 b/g/n standard for wireless data communications
- IEEE 802.11i standard for wireless data network security
- International Electrotechnical Commission Standard 529 (IEC529)
- Occupational Safety and Health Administration (OSHA)
- Payment Card Industry Data Security Standards (PCI-DSS)
- Payment Card Industry Payment Application Data Security Standards (PA-DSS)
- World Wide Web Consortium, Mobile Web Application Best Practices
- Web Content Accessibility Guidelines WCAG 2.0

In the case of conflict between the provisions of codes, laws, ordinances, statutes, standards, rules, and regulations, the more stringent requirement will apply.

- The system shall be designed to be compliant with relevant standards, laws, and regulations to ensure that the system:
 - Presents no safety hazards for customers and UCT employees
 - Provides for the secure storage and transmittal of data
 - Designed using state-of-the-art methods to maximize quality
 - Satisfies federal, state, and other requirements for usability


- The Offeror shall follow best practices and guidelines regarding Cybersecurity and supply a detailed Cybersecurity Program Plan to Union County for review and approval. It is recommended that the Offeror follow guidelines established by the National Institution of Standards and Technology (NIST) for Cybersecurity Framework.

6.6 SOFTWARE LICENSING REQUIREMENTS

- The Offeror shall grant to Union County a non-exclusive, non-transferable, and non-sublicensable license to use at no additional cost.
- The license shall be perpetual or for the term of the Contract unless terminated as provided in the Terms and Conditions. Union County agrees not to distribute, sell, sublicense, or otherwise transfer copies of the Software or any portion thereof.
- The Offeror shall provide Union County all encryption or identification codes or authorizations that are necessary for the operation of the system.
- The Offeror shall grant to Union County a personal non-transferable and non-exclusive right to use and access, all services and other functionalities or services provided, furnished or accessible under this Contract.

6.7 DATA, DATA SECURITY AND OWNERSHIP REQUIREMENTS

- Union County will own all data input to and generated by the software system delivered under this Contract and at the conclusion of the contract offeror will provide Union County within 30 days of contract expiration a usable delimited format of the entire database delivered on DVD, External Hard Drive or SFTP site.
- Union County will be authorized to freely access and distribute all data free of charge and will retain ownership of all data in perpetuity with no restrictions or additional cost.
- Offeror must facilitate download of all information to County servers daily, or as requested
- “Data” includes means information, formulae, algorithms, or other content that Union County, Union County’s employees, agents and end users upload, create or modify using the services pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which Union County Data may be ascertainable.
- All documentation described in these specifications will become the property of Union County, or be provided under a perpetual license to enable internal use and distribution to third parties at no additional cost.
- Offeror has a limited, non-exclusive license to access and use the Data as provided to Offeror, but solely for performing its obligations under this Agreement and in confidence as provided herein.
- The Offeror may utilize partners and/or subcontractor(s) so long as the Data is not removed from the United States unless the terms of storage of the Data are clearly disclosed, the security provisions referenced herein can still be complied with, and such removal is done with the prior express written permission of Union County.
- The Offeror shall identify all of its strategic business partners related to services provided under this Contract, including but not limited to, all subcontractor(s) or other entities or individuals who may be a party to a joint venture or similar agreement with the Offeror, who will be involved in any application development and/or operations.
- The Offeror shall be fully responsible for backup of all data including client data,



daily schedules, and anything else required to ensure full restoration of data and schedules in the event of data loss or catastrophic failure.

- The system shall allow Union County staff to easily save daily schedules on local hard drives or servers, however, this shall not serve as the primary means of backup.
- All data fields need to be retained for a minimum of 11 years.

6.8 DATA CONVERSION PLAN

- Only the most recent four-weeks of demand-response individual and subscription trips will be entered into the new system, as well as all active client data.
- Offeror shall provide options to both 1) manually enter data to ensure to ensure that the implementation begins with complete and accurate information (including accuracy of geocoding), and to remove old/unnecessary information, and 2) import data from existing UCT software database (RouteMatch - which is hosted on UCT servers). If automatic import is utilized then Offeror will manually check for accuracy.

6.9 IMPLEMENTATION AND TRAINING

- Offeror shall
- Offer comprehensive onsite training to UCT on all provided hardware and software.
- Provide an Implementation and Training Plan, including objectives, schedule, and course outline to UCT for review at least two (2) weeks in advance of the start of training. The Training Plan shall include the following and be approved by UCT prior to the start of any trainings:
 - Total number of onsite training session(s) proposed
 - Total number of web-based training session(s) proposed
 - List of training course(s)
 - Number of classes per course
 - Maximum number of attendees per class
 - Preferred day and duration of sessions
- Furnish all tools, equipment, and training aids to conduct training courses.
- Provide training courses for at least the following positions prior to system acceptance testing (SAT):
 - Scheduler
 - Dispatcher
 - Administrative Staff
 - Union County Training Instructors (Train the Trainer)
 - Operators/Drivers
 - Customer Service Representatives
 - Transportation Supervisors and Managers
 - System Administrator/System Engineer (IT Staff)
 - Database Administrator (IT Staff)
- Ensure a trainer is available either in person or electronically during operational business hours during the system set-up and installation period
- Ensure a trainer is onsite when the system achieves 'Go Live'.
 - 'Go Live' is defined as when the transit system no longer uses a dual system but relies solely on the software purchased in this RFP.
 - It is expected that the transit system will 'Go Live' within 30 days of the completion of training.

- Ensure a trainer is onsite during the installation period and when the system achieves 'Full Implementation'.
 - It is expected that the transit system will be 'Fully Implemented' within 2 months of 'Go Live'.
- Provide additional training and updated training materials to UCT prior to SAT at no additional cost under the following circumstances:
 - If major modifications are made to the system after the initial training due to system upgrades or changes made under warranty or
 - If SAT occurs at least four (4) months after the completion of training, due to delays for which the Offeror is responsible.
- Provide additional training to UCT at no additional cost during the System Maintenance Agreement (SMA) period. Additional training may include pre-recorded sessions, however live support from the Offeror must be provided to answer any follow up questions from trainees.
- Provide digital copies of user manuals and training materials to UCT upon initiation of the project.
 - Keep all training materials current based on current modifications and releases. The date and version shall be tracked on all training materials. Updated materials shall be made available at the time of each system upgrade.
 - UCT shall have permission to reproduce copies as needed.
- Provide an online-based training module (on-demand version) that is built into the base system and allows for future training of new UCT employees.

6.10 MAINTENANCE AND SUPPORT

- The Offeror shall collaborate with UCT on the operations and maintenance, financial services, system monitoring, and warranty of the system.
- The Offeror shall provide a **System Maintenance Agreement (SMA)** that shall cover the operations and maintenance of the system for a period of two (2) years plus three (3) one-year options (2+1+1+1) for a total of five (5) years, and, which ensures the following requirements are met.
- During the SMA, Offeror shall:
 - Be responsible for the operations and maintenance of the services, applications and (if required) all hardware provided under this Contract.
 - Provide comprehensive testing during the SMA for any significant changes to the system. The determination of the significance of the change will be collaboratively determined between the Offeror and UCT's representatives.
 - Provide UCT with the agreed services and support functions in accordance with all performance and service level agreements.
 - Work with UCT to determine the applicable service options, terms, and agreements.
 - Provide regular Production System maintenance, at minimum on a quarterly basis, except when critical updates are required and will be prioritized and scheduled immediately.
 - Provide at least five (5) business days' notice to UCT before deploying system updates to Production, except when critical updates require immediate action.
 - Ensure the system is up to date with OS level security updates and patches.
 - Implement Change Management Processes for software and application releases.

- Provide maintenance support when new OS versions are released and deployed to the system.
- Be responsible for releasing new versions of all Mobile Apps, including obtaining approval through app store deployment processes.
- Be responsible for maintaining the app store pages and metadata for Mobile Apps and configuring the application for free download.
- Monitor the system for security threats and vulnerabilities and notify UCT immediately in the event of a suspected breach of the system for Agencies, rider(s), or identified fraudulent use.
- Monitor the system for application issues and service errors and notify UCT immediately of critical issues and outages.
- Be responsible for any software licensing costs required to operate the system.
- Provide technical support to UCT for the general use and operation of the software via telephone throughout the SMA.
 - Provide telephone support during normal business hours (07:00 to 18:00 Eastern Time), Monday through Friday, excluding holidays.
 - Provide a phone number and e-mail account for the reporting of software defects or malfunctions, and system outages, 24-hours a day, 7-days a week.
- Respond to reports of system outages within 15-minutes of notification, 24-hours a day, 7-days a week.
 - Dispatch a fully qualified service representative who shall be onsite within 24-hours after being contacted by UCT if it is determined that a physical presence is needed to resolve the identified issue.
- Respond to a report of any software defect or malfunction within two (2) hours of notification.
 - Dispatch a fully qualified service representative who shall be onsite within 24-hours after being contacted by UCT if it is determined that a physical presence is needed to resolve the identified issue.
- Make every attempt to fix software problems impacting revenue collection within three (3) hours of being reported.
 - If the software problem impacts revenue collection, and the repair will take longer than three (3) hours, report the cause of the problem as soon as it becomes evident and provide status reports at least every four (4) hours thereafter, until the problem is corrected, or a workaround is established.
- Submit to UCT, no less than monthly, a notification of planned modifications and updates to the system, upgrade schedules, and a calendar of key dates for system changes for the coming three (3) months and beyond.
- Offeror shall provide detailed information including pricing for all options for each of the maintenance/support plans offered.
 - Include the hours system support staff are available and by what means support staff can be reached.
 - Include provision of maintenance/support resources that are able to be accessed via telephone, e-mail, remote access
 - Include on-site emergency maintenance/support assistance.
 - Include GIS map upgrades and indicate the frequency of the upgrades.
 - Include automatic software upgrades to the latest version

6.11 SERVICE LEVEL AGREEMENT (SLA) AND KEY PERFORMANCE INDICATORS (KPI)

- KPIs shall be evaluated in addition to the Offeror's SLA terms. This shall include an assessment of Chargeable and Non-Chargeable Failures that will be assessed against the Offeror's fee.
- The Offeror shall provide a copy of its standard SLA terms for UCT to review as part of this proposal.
- The system shall:
 - Be operational 24-hours a day, 7-days a week.
 - Guarantee 99.99% availability of application servers except for pre-approved releases by UCT.
 - Guarantee 99.99% of connectivity to offeror application (i.e. network connectivity from internet to offeror application hosted servers)
 - Guarantee full system recovery within four (4) hours
 - Guarantee 99.99% accuracy on all transactions and data generated and collected by the system.
 - Have the capacity to support UCT's rider base within the service area without any appreciable degradation of overall system performance
 - Be able to schedule a full day's trips in less than thirty (30) minutes
- Reports shall complete within five (5) minutes of initiating the generation or creation of a standard or ad-hoc report.
- The maximum average response time for all dispatch functions shall be less than ten (10) seconds for up to twenty (20) active workstations (excluding Driver tablets) using the hardware and software in the Specification.
- Any violation of above SLAs will result in offeror providing Union County 10% credit on month (or annual) agreement for which the violation occurred. Credit will be applied to Union County within 60 days of violation.

6.12 ISSUE RESOLUTION TEAM (IRT) AND PENALTIES REQUIREMENT

- The Offeror and UCT shall establish an Issue Resolution Team (IRT) as part of the ongoing operations and maintenance. The IRT will be established prior to Functional Testing and shall evaluate the system and back-office issues throughout the term of the Contract.
- The intent of the IRT is to create a clear and consistent process to settle disputes based on the requirements and facilitate resolution for issues related to the Offeror-provided system. The IRT will use best judgment to collaboratively address scenarios where the requirements are silent or unclear.
- If the IRT cannot resolve a decision or dispute collaboratively, UCT's designated representative will make the final and binding decisions for any dispute that remains open by the IRT after a period of 10-business days.
- The IRT shall evaluate failures and determine the severity and penalties assessed against the monthly SMA payment.
- At a minimum, critical failures shall include incidents that produce a major or substantial business impact or impact to normal operations, such as:
 - Non-trivial loss of revenue or expense
 - Significant negative customer experience
 - Limited or loss of access to a production application
 - System operation at a degraded level, such that normal business operations cannot be conducted

- Application or system experiencing continual or repeated issues
- At a minimum, non-critical failures shall include incidents that produce little or no business impact, or impact to normal operations, such as:
 - Negligible loss of revenue or expense
 - Minor customer inconvenience
 - System operating at a degraded level such that normal business operations are minimally impacted
- A credit to UCT's monthly subscription service payment will be assessed for a failure to meet any KPIs identified as having an associated credit. All credits applied to UCT will be done within 60 days of violation and/or determination.
- A failure will result in the percentage in the "Credit Assessed" column being applied to the full amount of the operations payment identified in the "Payment Impacted" column for the month of measurement.
- A failure to meet the same KPI for two (2) or more months in a row will constitute a persistent failure and result in a multiplier being applied to the credit percentage.
- The credit multiplier will increase by a factor of one for each month that a KPI is not met (e.g., if a KPI is not met two (2) months in a row, the credit will be doubled in the second month; if a KPI is not met three (3) months in a row, the credit will be tripled in the third month).
- Successfully meeting a KPI will end a persistent failure and reset the credit multiplier.
- The total credit applied to an SMA payment will be capped at 25% of the full amount of that payment in a calendar month. Credits will not be carried over from month to month.
- The Offeror shall be responsible for reporting on credits in the system performance reports and will deduct credits directly from any invoices submitted to UCT.

6.13 CHARGEABLE FAILURE

- A Chargeable Failure is a hardware or software malfunction where the delivered Systems fail to perform or perform in a way that does not meet the requirements in these specifications.
- A Chargeable Failure includes, but is not limited to, any of the following:
 - A malfunction which prevents the system component from performing its designated function, or meeting the performance criteria, when used and operated under the environmental and operational conditions stated in these specifications.
 - A malfunction that might cause a threat to the system components, passengers, employees, or others.
 - An occurrence that does not cause the system component to become entirely inoperable but requires some form of maintenance attention to restore normal function.
 - Any occurrence that impacts the ability to purchase, display or activate Mobile Tickets.
 - Any occurrence where data is not successfully transmitted between elements of the system (except for real-time validations that are offline due to cellular data coverage or SI backend availability).
 - Planned software updates or fixes that adversely affect the operation or performance of the system.

- Scheduled maintenance or repair activities that adversely affect the operation or performance of the system.
- Any occurrence where data is not successfully transmitted between elements of the system.
- Failure to properly conduct operations or transactions when communications has been established between the device and backend.
- Shutdown or crash (including requiring manual reboot to correct or continue operations) of the Mobile Application during normal operations on supported devices and operating system versions.
- The following specific conditions, at minimum, will be considered Chargeable Failures in any component or systems delivered:
 - Software anomalies and bugs (every incident of a software or bug causing a malfunction will be considered anomaly a failure)
 - Failure to display information as designed on the display screen within 500ms
 - Partial or complete failure of a display
 - Failure to properly register and report transactions
 - Report generation failure
 - Data download/upload failure
 - Event transmission failure
- Under mutual agreement through the IRT, the Offeror and UCT shall classify additional failures as Chargeable or Non-Chargeable as required.

6.14 NON-CHARGEABLE FAILURE

- A Non-Chargeable Failure is a malfunction caused by a condition external to the System component under consideration, and not included in a functional, environmental, test, or other requirement in these specifications. A Non-Chargeable Failure is not expected to be encountered during normal and correct operation of the system components.
Non-Chargeable Failures include, but are not limited to, the following:
 - Mishandling of equipment or back-office system components
 - Any failures caused by externally applied stress conditions outside of normal operating conditions and in excess of the requirements in these specifications
 - Dependent failures because of a non-chargeable failure
 - Failures caused by incorrectly exercised operating, maintenance or repair procedures performed by UCT where correct procedures have been delivered by the Offeror (failures resulting from any maintenance or repair performed by the Offeror will be Chargeable)
 - Failure caused by non-standard mobile devices (e.g., jail-broken devices or devices operating in developer mode)
 - Communications failures beyond the control of the Offeror
 - Third-party equipment and services not required to be provided by the Offeror (or Sub-Offeror) under these specifications
 - Downtime due to scheduled maintenance
 - A random occurrence that does not cause the system component to be inoperable, but would normally require some form of maintenance attention to restore normal function
- All other failures shall be considered relevant and Chargeable unless determined to be Non-Chargeable by the Offeror and UCT.

6.15 SYSTEM ACCURACY

System accuracy is determined based on any incident where a device or back-office generated transaction is recorded incorrectly within the associated system.

Device	Requirement	Measurement Period	Base Credit Assessed
Client Database	< 2 incidents	Calendar Month	10%
Reservations	< 2 incidents	Calendar Month	10%
Dispatching	< 2 incidents	Calendar Month	10%
Scheduling	< 2 incidents	Calendar Month	10%
Driver display	< 2 incidents	Calendar Month	10%
Billing, Invoicing and integrated payment	< 2 incidents	Calendar Month	10%
Customer applications (Mobile application and websites)	< 2 incidents	Calendar Month	10%

6.16 SYSTEM AVAILABILITY

Availability will be calculated based on the total out of service hours for the associated system:

$$\text{Back Office Availability} = 1 - \frac{\text{Out of Service Hours for the Back Office System}}{\text{Total Operating Hours for the Back Office System}}$$

Out of service hours are defined as all hours during which the system is not fully operational and includes all time necessary to respond and repair. Scheduled maintenance hours are excluded from the calculation. Total operating hours are defined as the number of hours in a day (24) multiplied by the number of days in the month of measurement.

Device	Requirement	Measurement Period	Base Credit Assessed
Client Database	99.9%	Calendar Month	10%
Reservations	99.9%	Calendar Month	10%
Dispatching	99.9%	Calendar Month	10%
Scheduling	99.9%	Calendar Month	10%
Driver display	99.9%	Calendar Month	10%
Billing, Invoicing and integrated payment	99.9%	Calendar Month	10%
Customer applications (Mobile Application and websites)	99.9%	Calendar Month	10%

6.17 VEHICLE MANAGEMENT

The system shall capture/display, add, delete, and modify the following data for all vehicles, and search or report on each data field:

- Vehicle ID
- Vehicle type (Mini-van, Wheelchair Van, 20 FT Lift, etc.)
- Vehicle pool (UCT, Regional Partner, etc.)
- License plate number
- Vin number
- Make, Manufacturer, Model
- Model Year
- Color
- Seating capacity
 - Include multiple user-defined seating/wheelchair arrangements for each type of vehicle. This must include a minimum of five (5) different arrangements to incorporate zero (0) to four (4) wheelchairs with corresponding seats.
- Purchase Funding Source (Local, State, Federal, Specific Grant)
- In-service Status
- Date vehicle put In-service
- Date vehicle taken out-of-service (e.g. replacement date)
- Vehicle replaced with: internal ID of new vehicle
- Assigned Mobile Device (e.g. tablet or phone assigned to vehicle)
- Originating location of vehicle (e.g. if Driver begins their day at location X (Base) vs Y (Other location) scheduling module should take this into account.

6.18 DRIVER MANAGEMENT

The system shall capture/display, add, delete, and modify the following data for all drivers, and search or report on each data field:

- Name (First, Last)
- Home address including building name and number, unit name or number, street, city, state, zip code for pickup, and/or billing/mailling
- Telephone number (at least two (2) telephone numbers)
- Ability to select primary/preferred telephone number
- Driver's License Number
- Driver's License State Issued
- Driver's License Expiration Date
- Hire date
- Termination date
- Employee ID
- Emergency contact name and telephone numbers (at least two [2] contacts)
- Email (two fields for personal and work email)
- Comments field
- Status (Active, Inactive - Out-on-leave, Inactive – Terminated)
- Rank (To capture drivers' capability level based on experience and inform trip scheduling assignments)
- *Preferred not required: Driver limitation(s) (e.g. Push/Pull weight; Vehicle limitations limiting ability to operate vehicles with certain space limitations)*

- Originating location of driver assigned to vehicle (e.g. if Driver begins their day at location X (Base) vs Y (Other location) scheduling module should take this into account.

6.19 CLIENT MANAGEMENT AND REGISTRATION

The system shall:

- Capture/display, add, delete, and modify the following data for all drivers, and search or report on each data field:
 - Client name(s)
 - Gender
 - Primary language spoken (with the system automatically defaulting to English)
 - Birth date
 - Age (automatic calculation from birthdate)
 - Home address including building name and number, unit name or number, street, city, state, zip code for pickup, and/or billing/mailing
 - For all addresses entered into the system, the system must auto-calculate whether that address is designated as “urban” or “rural.” Designation shall be based on most current census data.
 - *Preferred not required: System standard for input of all customer and trip address data to ensure consistency. (E.g. require address suffix to be abbreviated or spelled out fully – Hwy. vs Highway)*
 - Home XY coordinates (GPS coordinates)
 - Telephone number (at least two (2) telephone numbers)
 - Ability to select primary/preferred telephone number
 - Require system standard format for input of all phone numbers
 - Email
 - Social Security Number (last 4 digits only)
 - Registration, expiration date, and current status
 - Complementary ADA eligibility, status, and renewal date
 - Mobility type
 - Mobility aides
 - Unique client identification number
 - Medicaid ID number
 - Medicaid expiration date (eligibility date)
 - All eligible funding source(s) – multiple funding sources must be able to be assigned to each client
 - Date of expiration for each funding source
 - Emergency contact name and telephone numbers (at least two [2])
 - Comments field
 - Preferred/default funding source
 - Passenger-specific load time allowance, in minutes, in addition to the default or standard load time allowance
 - Active / Inactive Status
 - Suspension date start and Suspension date end (This prohibits trip assignments through a specific date)
 - Demographic status: Elderly
 - Demographic status: Disabled
 - Demographic status: Low Income
 - Demographic status: Child (under age 18)
 - Certification/Denials/Appeals history

- Additional passengers by type, including Attendant, PCA, Companions
 - Mobility type for each additional passenger
- Fare/Fee Owed by category (Late Cancel, No Show, Passenger Fare)
- Fare/Fee Paid by category (Late Cancel, No Show, Passenger Fare)
- *Preferred not required: Client Physical Attributes – Tied to Driver limitation(s) (e.g. Client weight; Vehicle limitations limiting ability to operate vehicles with certain space limitations)*
- Include an audit process to ensure clients are not duplicated/ entered more than 1x in the system.
 - Describe the process for ensuring that the same client is not entered more than 1x in the system.
- Enable UCT to attach documents to client profile
- Enable UCT to easily look up clients by data attached to the client profile or trip record (e.g., name, DOB, address, phone number etc.).
- Enable UCT to query tables of riders, reservations, and trips based on user-defined search parameters.
- Display the client's most recent trips, scheduled trips, reservations, canceled trips and no-shows.
- Include trip details and history specific to each client such as trip origins/destinations and dates, time spent onboard the vehicle, and any other relevant information.
- Provide reporting on customer eligibility status.
 - *(Preferred not required) Automatically notify UCT of upcoming eligibility expirations for each funding source assigned.*
- *(Preferred not required) Include templates for written correspondence with clients regarding registration/ eligibility approvals, eligibility suspensions, no shows, denials, or appeals.*
- *(Preferred not required) Provide the ability to automate correspondence with clients through emails regarding registration/ eligibility approvals, eligibility suspensions, no shows, denials, or appeals.*

6.20 RESERVATIONS

The system shall capture/display, add, delete, and modify the following data for each trip reservation, and search or report on each data field:

- Client information (e.g., Name, ID, etc.)
- Additional passenger information: Number of passengers
- Additional passenger information: Mobility type
- Origin Address/Geo-code (Auto-populate from client data as home address. Enable UCT to manually override home address if needed and/or geo-code if manually set)
- Origin Telephone number (Auto-populate from client data primary/preferred phone number. Enable UCT to manually override home address if needed and/or geo-code if manually set)
 - Require system standard format for input of all phone numbers
- Origin: Name of Business
- Destination Address/Geo-code (address and/or geo-code if manually set)
- Destination Telephone number
 - Require system standard format for input of all phone numbers
- Destination: Name of Business

- For all addresses entered into the system, the system must auto-calculate whether that address is designated as “urban” or “rural.” Designation shall be based on most current census data.
- Trip ID
- Broker Trip ID
- Trip funding source
- Trip type/service (e.g. General, Out of County, Matthews, School, Work, etc.)
- Trip purpose (e.g. Adult Day Care, Dialysis, Employment, Grocery Run, Hair Salon, etc.)
- Pickup or Drop-Off
- Will-call
- Mobility type (Auto-populate from client data)
- Assistance needs (Auto-populate from client data) (e.g. driver assistance boarding/alighting, curb-to-curb, door-to-door, etc.)
- Appointment time
- Return trip pickup time
- Scheduled pickup time (Auto-populate including any changes or modifications due to continuous optimizations to the daily schedule)
- Scheduled drop-off time (Auto-populate including any changes or modifications due to continuous optimizations to the daily schedule)

The system shall:

- Include an audit process to ensure location address/names are not duplicated/entered more than 1x in the system using incorrect data/spelling/abbreviations.
 - *Preferred not required: System standard for input of all customer and trip address data to ensure consistency. (E.g. require address suffix to be abbreviated or spelled out fully – Hwy. vs Highway)*
- Enable UCT to easily view, create, modify, or cancel one-way, round-trip, and multi-leg trips for all trip types including same-day and standing-order (subscription) trips
- This should include the ability to modify all fields, including trip date, without cancelling the entire trip.
- Enable assignment of user roles to limit adjustment of same day trips to only certain staff
- Auto-populate data, to enable scheduling of trips with minimal data entry
- Provide quick access for a customer’s most frequent trip origins and destinations for quick selection during booking.
- Provide an option to select locations without a street address (e.g., the ability to identify a street corner or XY coordinates)
- Accept advanced reservations for up to one (1) calendar year in advance of trip date
- Enable UCT to establish specified parameter boundaries for reservations based on factors such as operational hours and geographic boundaries
- Alert UCT when a requested time is unavailable based on capacity constraints
 - Automatically suggest an earlier or later time for scheduling when a requested reservation appointment time is unavailable based on capacity constraints.
- Alert UCT when the origin or destination of a trip is not within the specified boundary during service hours and prevent the trip from being booked unless overridden by approved UCT staff.

- Enable trips to be scheduled based on appointment time.
 - When scheduling by appointment time, the system shall automatically factor in travel time from origin to destination.
- Provide safeguards that prevent reservation errors such as past date booking, duplicate trips, booking clients with expired eligibility, booking using an expired funding source, and booking outside the service hours and service area.
- Display all reservations by rider or address to facilitate individual cancellations.
- Display estimated trip lengths and miles for all trips created.
- Enable robust options for standing-order (subscription) trip reservations, including the ability for UCT to
 - Choose any combination of days (e.g. every day of the week, 1x weekly (e.g., every Monday) or 2x monthly (e.g. first and third Monday)).
 - Change, cancel or delete individual days within a standing-order without impacting any other trips
 - When a standing order trip is canceled, the system shall display other/future trips for this rider that will be canceled.
 - The system shall permit UCT to cancel one date, multiple specific dates or all future trips.
 - Temporarily suspend standing-order trips without needing to modify trips outside of the suspension period.
 - Automatically identify scheduled standing-order trips, and exclude those trips from being scheduled if a rider (using any funding source other than Medicaid or Medicaid Broker) is suspended
- Automatically generate trip reversals or return trips from destination to origin when trips are booked

6.21 INTERACTIVE VOICE RESPONSE (IVR)

- The system shall include an optional automated interactive voice response (IVR) system that will enable automated customer alerts related to trip reminder and real-time arrival information, and support messages related to eligibility requirements, usage policies and important contact information.
- Capability required, but may be an add-on module to base.
- Detailed pricing for all IVR components must be provided by Offeror in response to this RFP.
 - Offeror shall indicate whether IVR is included in the base, or whether there is any additional cost beyond the base price for either the integration interface capability or the interactive voice response system.
 - UCT shall have the option to purchase or exclude the IVR.
 - Proposed pricing shall remain in force for a minimum of 12 months after initial system implementation regardless of whether UCT purchases IVR solution initially.
- If Offeror's IVR solution is not selected, system must include the ability to interface/integrate with 3rd party interactive voice response (IVR) system to provide customer alerts related to trip reminder and real-time arrival information.
- Offeror's optional IVR module shall:
 - Contact the customer with a reminder call about their trip the day before their scheduled service.
 - UCT shall be able to select the time trip notification calls are sent.

- *Preferred not required: Contact the customer the day of their service trip with a service reminder when the vehicle is fifteen (15) minutes away from arrival.*
- Include a list of IVR recordings and prompts for review and approval prior to implementation.
- UCT shall be able to customize system prompts and customer information messages at no charge.
 - Include the ability to send special notifications to all active customers or customers scheduled for a specific date (e.g. weather closures; safety updates)
- Provide Union County Transportation's name and welcome message as its first response.
 - Allow additional messages to be spoken after the welcome message as part of the IVR-decision flow.
- Be intuitive and allow prompts to the customer to easily identify a trip reservation, cancel one or many reservations, and confirm the cancellation.
 - Trip schedules shall be automatically adjusted based on customer responses.
- Allow users to interact with the system using their voice or telephone keypad.
- Support a skip-ahead feature that allows the customer to choose their option at any point.
- Support a time-out parameter (as identified by UCT) when no voice or no-keypad tone is identified.
 - In these instances, or when voicemail picks up, system shall automatically play a message that repeats 2x.
- Support, at a minimum, English and Spanish languages.
- Enable UCT to record system prompts and customer information messages.
- Be configurable and allow UCT to configure the reminder and arrival parameters. These parameters shall be defined initially during system set-up and implementation, and, UCT shall be provided the ongoing ability to update parameters.

6.22 SCHEDULING

- The system shall:
- Easily and efficiently schedule subscription (recurring) and one-time demand-response trips.
 - Have the ability to expand capability to include fixed-route/circulator trips in the future.
- Allow for a minimum of 1,000 trips per day to be scheduled.
- Allow UCT to easily add, remove, and modify service boundaries based on service type and operators.
- Route and schedule trips according to configurable parameters including the following and enable UCT to easily modify all parameters including but not limited to:
 - Earliest start time/Latest end time
 - Shared rides
 - Pick up time window

- Drop-off time
- Mobility aids or mobility restrictions
- Number of passengers/space available in vehicle
- Assignment of runs to specified geographical zones
- Assignment of runs based on vehicle starting location
- Trip category priority (based on legislation requirements and local preference criteria such as destination to a medical facility over a recreational facility)
- Originating location of vehicle and/or driver assigned to vehicle (e.g. if Driver begins their day at location X (Base) vs Y (Other location) scheduling module should take this into account.
- Perform effective automatic trip route optimization /Allow all trips to be automatically scheduled by the software at once.
 - Maximize service efficiency while reducing the need for manual schedule adjustments.
 - Account for driver breaks, lunch, mandatory training, etc. when optimizing schedules
 - Consider capacity constraints of each vehicle (seating/wheelchair arrangements) to ensure maximum trips are scheduled without exceeding total capacity.
 - These constraints shall be adjustable and easily altered on a day-to-day basis.
 - Avoid sending a vehicle that does not meet the passenger's mobility needs.
 - *Preferred not required: Consider Client Physical Attributes and Driver limitation(s) (e.g. Client weight; Vehicle limitations limiting ability to operate vehicles with certain space limitations)*
 - Consider least incremental mileage as a factor for trip run assignment.
 - Consider different travel times during specific peak hour traffic periods, in congested areas, and at places where physical barriers affect travel load and unload time.
 - Continuously update and adjust trip schedules for all available vehicles based on vehicle position, trip cancellations, and no-shows.
 - Continuously monitor road closures, traffic, accidents, etc. and update routes to ensure efficient and on-time performance.
 - Recalculate the remaining pick-up and drop-off times when a cancellation or changes to the pick-up time on a route are made
 - Support vehicle ID numbers, run times (shifts), and driver assignments that UCT can configure or edit.
 - *(Preferred but not required) Ability to use driver's "rank" capability level based on experience to inform trip scheduling assignments*
 - Ensure all trip time changes shall be within the original promised time window and ensure the rider to meet a stated appointment time.
 - Maintain an open return list (e.g., will calls) for passengers with an uncertain pickup time for the return leg of a trip (e.g., after a medical appointment of uncertain duration).
 - Automatically update trip assignments if a vehicle needs to be pulled from service or is running late
 - When vehicles are removed from service, the system shall convert any previously assigned trips for that vehicle to the status "unassigned" for reassignment.

- Group trips based on location to maximize service efficiency
 - Allow trips to or from same origins, or to same destinations, to be combined to eliminate duplicate trips.
- Provide the ability to lock recurring trip(s) to specific schedules, drivers, or vehicles to provide stability and consistency for customers with regular/recurring appointments.
- Consider UCT defined trip priority parameters to prioritize clients for provision of trips, if necessary, based on legislation requirements and local preference criteria
- Automatically remove an associated drop-off from the manifest if a pickup is canceled due to a no-show.
- Support real-time and batch rescheduling.
- Enable UCT to easily manually move/reassign individual or group trips between vehicles/runs.
- Enable UCT to manually add map data to identify temporary or permanent road closures, construction, or changes to traffic patterns.
- Enable UCT to mark specific trips as “critical” or exempt from automated modification. If a critical trip must be modified manually, sufficient controls or notifications must be provided to the dispatcher.
- Include reports, maps and other tools that allow UCT to determine the efficiency of the schedule proposed by the software.
- Calculate actual non-revenue hours and mileage for all vehicles on a daily basis
- Calculate actual revenue hours and miles for all vehicles on a daily basis.
- Provide the ability to print vehicle manifests on a daily basis.
 - Printed manifests shall be formatted in an efficient manner to minimize paper waste, be in a legible font size suitable for drivers to reference while enroute, and only include minimal information (e.g., client name, pick up/drop off address, scheduled window, etc.). Printed manifest details and layout will be defined during design review.
- Allow UCT to view maps that illustrate vehicle routes.
- Enable trip relays to be scheduled with external partners as described in Coordination section 4.22.
- Scheduling module shall be:
 - Fully compatible with the mapping system used by Mobile Data Computers/Tablets
 - Based on an open architecture
 - Integrated with Automatic Vehicle Locator (AVL) and tablet technology.
 - Integrated with mapping and vehicle location services to perform route optimization functions and scheduling based on updated street network data.
 - *Preferred not required: Be able to provide route and turn-by-turn driving directions.*

6.23 DISPATCHING / GEOGRAPHIC INFORMATION (GIS MAPPING) / AUTOMATED VEHICLE LOCATOR (AVL)

- The system shall:
- Provide dispatch functionality and trip routing management tools that are effective, simple to use, and efficient to enter and retrieve information.
- Be flexible and configurable allowing each UCT user to create custom dispatch data views based on the type of dispatching methods performed.
- Provide necessary dispatching tools for making service day operational decisions.

- At a minimum this includes tools for same day and standby trips, canceled trips, no-shows, late riders, vehicle breakdowns, open returns, and downtime/gaps in vehicle schedules.
- Allow UCT to easily move trips, change drivers and vehicles, and adjust the schedules. Including:
 - Manually enter/adjust/override all components of a trip or run (block of trips), including vehicle and driver assignment, trip route, origin, destination, and pickup or drop-off time.
 - Manually override routing due to road construction and traffic pattern changes on a one-day or permanent basis.
 - Schedule driver breaks, lunches, training, etc.
 - *Preferred not required: Enable colors of vehicles to be adjusted to visually identify driver and vehicle status (e.g. breaks, late to pick-ups, etc.)*
- Capture/display and allow UCT to add, delete, and modify the following data at a minimum for dispatchers to view for each trip:
 - Vehicle ID number
 - Vehicle location (updated at least every 30 seconds)
 - Passenger name (last name, first name)
 - Passenger mobility type
 - Number of additional passengers by type (Attendant, PCA, Companions)
 - Funding Source
 - Pickup address
 - Drop-off address
 - Appointment Time
 - Estimated time of arrival
 - System shall flag anticipated late arrival times vs on-time performance and notify Dispatch when a vehicle is running late by a configurable amount of time as established by UCT parameters (e.g., Client type, ADA status, etc.).
 - Trip Status (Cancellation, No Show, Late Cancel, Completed)
 - Unassigned – Will Call trips
 - Unassigned – Trips that could not be scheduled during optimization
 - Any special needs or problem address
 - Notes
 - Display a list of all of the day's scheduled trips for each or all clients.
 - Allow UCT to easily toggle between different screens so the dispatch process is able to be completed promptly while staff is on the phone or radio with a customer or driver.
 - Allow UCT to display one route at a time or multiple routes.
 - Provide access to a GIS-based map showing pickup and drop-off locations and other essential information that enables dispatch and driver operations to be completed efficiently.
 - Provide the means for automatically determining and transmitting the geographic location of a vehicle.
 - Include automatic refresh of AVL data at a minimum of 2 times per minute (every 30 seconds)
 - Display the number of trips for each route
 - Display current driving speed and track driving speed history.
 - Display all dispatch activity for any route and allow the dispatcher to add dispatch activity notes

- Provide two-way text messaging from dispatch to driver.
 - Messages shall be archived in the system for future reference.
 - Incoming messages from drivers shall be grouped by vehicle/driver and sorted by prioritization (e.g., high priority messages on top).
 - Include an audible tone or notification to alert the dispatcher when messages are received from the driver display solution.
 - System shall include integrated, canned messages and customizable that drivers may send to dispatch.
 - Messages should be able to be easily viewed without having to pull a report.
- The system shall provide an integrated GIS mapping solution that supports frequent mapping updates and is consistent with the map used for routing in the driver display and with scheduling and dispatch staff.
 - Accurate and frequently updated GIS maps shall be included in the base price.
 - GIS map updates must be made annually at a minimum, but more frequent updates are preferred.
 - During the implementation phase, if the system doesn't include all addresses currently used by UCT, the system shall support migration of existing manually geo-coded locations from the existing scheduling software to the new scheduling software.
 - System shall:
 - Provide address verification for all addresses entered
 - Support the ability to edit mapping coordinates, or manually verify the address if the system is unable to provide an accurate verification. Any changes or manual verification will be clearly noted as such, be available to all dispatchers, and be used for scheduling and routing.
 - Enable UCT to manually geo-code locations to supplement existing mapping gaps for addresses if needed between Offeror map updates.
 - In accordance with U.S. OMB Circular requirements the Offeror agrees to implement this Project so that any activities involving spatial data and geographic information systems activities financed directly or indirectly, in whole or in part, by Federal assistance, are consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing
- *(Preferred not required) System shall display the approximate route of vehicles in service based on their scheduled stops (either straight line or expected turn-by-turn route, with stops highlighted).*

6.24 DRIVER DISPLAY FUNCTIONALITY

- Driver display details shall include:
 - Client name(s) and number of Attendants, PCA, Companions
 - Mobility Type
 - Mobility aids used by clients
 - Dispatch and scheduling comments
 - Fare/sponsor
 - Origin and Destination (Pickup and drop-off) address and any applicable notes
 - Origin and Destination (Pickup and drop-off) window/appointment time
 - Origin and Destination: Name of Business

- Map view
- Trip Status: Arrive, Complete/Perform, Cancel, and No-show
- Comment field
- *Preferred not required: Estimated time to arrival at destination*
- Include driver display functionality shall:
 - Require driver to logon using UCT assigned credential.
 - Automatically populate the current odometer reading for the vehicle.
 - Require driver to confirm (or manually adjust) current odometer reading for the vehicle.
 - include a mandatory pre-trip and post-trip checklist to be completed at the start and end of service. Items included on the checklist shall be configurable by UCT.
 - Capture driver's signature on pre-trip and post-trip inspections.
 - Enable split screen view for drivers to see both map and trip schedule concurrently
 - Display an electronic overview of both a portion or the entire schedule/manifest with the ability to view details for any pickup/drop off, as defined by UCT.
 - System shall enable UCT to set incremental times for driver views.
 - System shall allow the driver to easily scroll through the available manifest.
 - Receive updates in real-time from the UCT scheduling and dispatching system. (E.g. changes to the schedule, trip specific detailed updates, cancellations, and additions to the manifest, etc.)
 - Enable driver to provide pickup and drop-off comments for each trip. Comments shall be synchronized with the client record and be available for future passenger trips.
 - Enable driver to designate trips as: Arrive, Complete/Perform, Cancel, and No-show
 - Include real-time traffic-based routing, from the driver's assignment/route move to GPS automatically routing to selected pickup/drop-off.
 - Display mapping using the same mapping software used to schedule the route.
 - Include integrated, canned messages and customizable that drivers may send to dispatch.
 - Enable download of Pre-and Post-trip inspections.

6.25 VERIFICATION

System shall:

- Include a verification process that is simple, intuitive, and easy to use.
- Transfer data directly from mobile data computers mounted on the vehicle back to the host cloud/virtual server.
- Include validation checks to ensure data accuracy. (Egg. Software should complete auto-calculations to ensure starting odometer + mileage incurred through the day = ending odometer. If the validation calculations don't add up, system should flag that data.)
- Verification capability shall automatically capture/display data for the following fields and allow UCT to add, delete, and modify the following data at a minimum:
 - Workday beginning and ending odometer readings and time stamp for each

- First pickup and last drop-off odometer and time readings
- Individual passenger boarding and alighting time and odometer reading,
- Break odometer and time readings
- Billed and unbilled passenger counts
- Passenger no shows
- Passenger cancellations
- Fares paid.

6.26 BILLING AND FARE/FEE MANAGEMENT

The system shall

- Support trip pricing through a billing and payment functionality that supports any combination of the following as required by UCT:
 - Zone
 - Vehicle miles and/hours (service & revenue)
 - Passenger (rider) mile
 - Direct mile (Taxi)
 - Flat rate
 - Hourly
 - Fixed route fares
- Provide billing functionality that is capable of handling many different billing and invoicing functions, both individually and collectively (combination of all billing functions) for riders, trips, and funding sources.
- Enable UCT to set up new funding sources for both simple and complicated funding agreements.
- Enable use of many different funding sources from multiple agencies, all of whom require different methods for pricing. This includes tariff management tools to administer all fare price and fare structure.
 - UCT will establish the pricing/fare amounts.
 - Examples of pricing situations are 1) vehicle miles and/or hours (service & revenue), 2) passenger mile, 3) direct mile 4) flat rate, 5) hourly, 6) proportional passenger miles (proportion of total service or revenue miles), 7) any combination of the previously mentioned possibilities.
- Include the ability to calculate multiple rates for a single funding source based on criteria established UCT to support the associated requirements of the funding source, funding agency, or passenger type. (E.g. being able to bill a certain rate for 0-3 miles, 3.1-10 miles, etc. and add on costs for special requirements such as wheelchairs)
- Enable users to remove or disable funding sources that are no longer needed, without losing historical data.
- Enable passengers to be assigned to multiple billing sources/agencies.
- Allow UCT to generate and print billing invoices for payment.
- Support Payment Integration with State and Federal programs as a funding source for billing and payment.
 - Any payment solution shall be Payment Card Industry Data Security Standard (PCI-DSS) compliant and maintain compliance through the term of this Contract.
 - Offeror shall provide evidence of PCI compliance as required by UCT.
- Provide connectivity and capability to export billing/verification data for automatic upload and download with the NC Medicaid billing interface (the NC system is called "NCTracks " as of RFP release date) through batch transfers or API

integration using the 835/837 file formats (see nctracks.nc.gov)

- Provide exportable file of 835/837 data in an Excel or .CSV format
- Provide data/billing reports. Billing reports must include the following at a minimum, and, be able to be run by each:
 - Funding Source
 - Trip date(s)
 - Passenger name and number of passengers
 - Pickup/drop off location(s)
 - Total number of trips by passenger
 - Total amount owed for each trip
 - Loading fees
 - Wait time fees
 - Fees for Attendant(s)
 - Miles
- Billing reports must be able to be run by funding source, trip date, Passenger, Pickup/drop off location(s)
- *(Preferred but not required) System shall allocate and track funding. UCT shall be able to enter total available funding by source and amount. System shall track funding availability and deduct revenue earned based on assigned trip rate for all trips completed.*
- *(Preferred but not required) System shall allocate and track passenger fares and fees.*
 - *UCT shall be able to enter fares/fees owed by category (Late Cancel, No Show, Passenger Fare) and amount.*
 - *System shall track fares/fees owed based on type of funding and deduct fares/fees paid to automatically calculate outstanding fare amount.*
- *(Preferred but not required) Offeror shall provide support to Union County during system and financial audits.*

6.27 E-SIGNATURE FOR PASSENGERS

(Preferred but not required) System includes the ability to:

- *Capture passengers' e-signature on completed trips for select funding sources.*
- *Enable UCT to have the ability to only require signature for passengers using certain funding sources as selected by UCT.*
 - *Mandatory for Medicaid.*
 - *Preferred for all funding sources.*
- *Export a record or report of passenger signature and associated trip details to provide to Medicaid.*

6.28 REPORTING

System must include a reporting module that enables UCT to immediately administer and meet FTA, NCDOT, and Medicaid NEMT reporting requirements. This includes the ability to capture and report on the following at an individual and holistic level, and, export all data fields and reports, and allow for the quick analysis of performance and service metrics including but not limited to:

- Overall system report
- Service hours and miles (revenue and non-revenue)
- Deadhead hours and miles
- No-Shows/Cancellations

- Ridership and passenger hours
- Client Management (e.g., new clients, suspended clients, etc.)
- On-time performance
- Trips and Trip origins and destinations
- Verified Manifest Report
- Billing and Invoicing
- Medicaid Billing Report
- Taxi and Brokered services report
- System Performance Monitoring
- National Transit Database (NTD) – both Urban and Rural
- The standard North Carolina Reporting Package, including:
 - Operating Statistics
 - Vehicle Utilization Data (VUD)
 - Origin-Destination Data
- North Carolina Operating Statistics (OpStat) report

The Reporting System shall provide standard reports based on stored data. UCT prefers the standard reports to provide the minimum:

- Log on/ Log off Summary for all users (incl. administrative staff, dispatchers, and drivers)
 - *Preferred not required: Total time worked/logged on by day, week, month for drivers.*
- Trips reservations by all funding sources
- Trips completed/provided
- Non-Revenue vehicle hours
- Number and type of passengers
- Passenger travel time by run, trip and user group
- Cancellations
- No-shows
- Vehicle hours/miles
- Operator attributes (DL endorsement, expiration, certification)
- Trip Cost
- New Passenger Reservations
- Reservations by user
- *Preferred not required. Ability to mark a reservation that has been entered incorrectly and identify the user that initially entered the reservation.*

System shall include the ability to:

- Provide the ability for UCT to build/create, generate and run, and save both pre-built template reports and custom/ ad-hoc reports pulling from all data fields/data elements included in the database including but not limited to (Trip Date, Pick-up/Drop-off location, Client Management profile data, Funding source, etc.).
 - Custom reports shall be intuitive and require minimal user configuration.
 - Reports should be able to be run based on defined demographics and other pertinent collectible data points selected by UCT.
- Provide access to both aggregated and non-aggregated raw data for research and reporting.
- Support reporting analyses through ad hoc report generation. The System shall include at least the following:

- A display of the number of passengers per vehicle for a user-specified time interval
- The number of cancellations, no-shows and late pickups for a given rider for a user-specified data range
- The ability to query trips by vehicle ID, rider ID, rider name, location name, zone, city, type of trip (e.g., ambulatory, subscription, canceled), travel duration, travel time interval, etc.
- The ability to run reports based on service type (e.g. Demand response or Shuttle Van) and service days (weekday, Saturday, or Sunday).
- Enable reports and other necessary information to be viewed on screen, printed, and exported and saved to a file in PDF and/or Word, in tabular form (including .CSV and MS Excel) and in GIS data formats.
 - Origin and destination reports shall export location addresses as well as geocoded coordinates.
- Present data in a summary format and then allow UCT to drill-down and drill-through the tables for further details. Any graphical illustrations shall be provided as necessary.
- Present trend data
- Produce reports that include tables and graphical charts showing the current and historical performance of each device or feature of the system under measurement where applicable.

Offeror will:

- Provide a list of available reports, sample of detail reports, and information defining the degree to which the reports can be customized.
- Provide a data dictionary or resource guide that clearly defines each data field and enables an understanding of which data fields are used to produce all reports.
- Commence performance reporting during the pilot and continue to perform this activity throughout the operations agreements.

6.29 CUSTOMER SELF-SERVICE PORTAL/WEB INTERFACE

Capability required, but may be an add-on module to base.

System shall include Customer-facing Mobile Applications and website user interface that provide end-users with tools needed to schedule and manage rides, manage their Client profile, facilitate customer self-service, and alert riders when their vehicle is approaching.

- Mobile Applications shall be designed and tested for cross-platform compatibility, including Android and iOS mobile application platforms.
- Mobile Applications shall support the most recent version of Google Android and Apple iOS mobile platforms at launch. Mobile Applications will be backwards compatible with a minimum of two (2) previous versions.
- Mobile Applications shall be free to download from Apple App Store or Google Play Store.
- Customer Website shall be compatible with Windows and Apple operating systems and support the current browser version in addition to the previous three (3) versions.
- Customer Website Portal shall function on a desktop device (such as a PC), tablet, and wireless smartphone using popular browsers, including but not limited to: Chrome, Edge, Internet Explorer, Firefox, and Safari.

Mobile Applications and Customer Website user interface shall:

- Include user experience accessibility testing prior to launch using a qualified accessibility expert with relevant experience utilizing assistive technologies.
- Support the following functions:
 - Create an account
 - Link Client ID
 - Manage account (payment, contact information, personal care attendant, emergency contact and frequent address of travel)
 - View scheduled trips
 - Request/Book a trip reservation
 - UCT must approve reservation requests prior to requested trip being finalized/accepted. (within the parameters set by user/UCT)
 - Modify a trip reservation
 - Cancel one or many trip reservations
 - *(Preferred not required) View the vehicle's location and estimated pickup (arrival) time on a map-based interface.*
- Support shared permissions allowing personal care attendants or caregivers to apply for demand response eligibility (register a new client), manage customer profile, book a trip, modify a trip or cancel a trip.
- Be able to display text for all public-facing components into different languages, including but not limited to English and Spanish. *Russian is preferred but not required.*
- Set-up a branded portal, including a unique web address reflecting the service/system as being provided by Union County. Adhere to UCT's branding guidelines, which will be approved during Final Design Review (FDR).
- Be intuitive, easy to use and navigate, and meet relevant accessibility standards of the ADA, World Wide Web Consortium.
- Be able to send a notification to the user when the ride is approaching/on the way.
- Include instructions to enable customer to easily utilize portal/web interface
- *(Preferred not required) Be integrated with UCT fare structures and reservations systems to allow the customer to indicate their payment preference when making a reservation (e.g., cash, payment card, etc.).*

Proposal shall indicate cost for the Mobile Applications and Customer Website interface as applicable for the following:

- Per transaction,
- Tiered cost for transactions up-to thresholds,
- Flat rate for unlimited transactions.

6.30 BROKERING/COORDINATION BETWEEN PARTNER TRANSIT SYSTEMS

Optional – Preferred but not required.

- *Provide functionality to accept and manage broker trips and improve coordination between regional transit systems*
- *Enable trips to be scheduled through NC Medicaid brokers.*
 - *Describe in detail: interface for importing trips/assignment of brokered trips, transmittal of trip information to the broker, acceptance of the trip by the broker, and verification of the trip information from the broker.*
- *Enable coordination of trips among other transit systems using various platforms and implementations.*

- *Software must enable user to bill both legs of a trip when 1 leg is provided by UCT and the 2nd leg is provided by a regional partner on behalf of UCT. (E.g. UCT Medicaid passenger to be picked up by Union County, dropped off with a regional partner such as Anson County for relay to a final destination.)*
- *Describe in detail how transit systems operating together with the same two separate software platforms can coordinate provision of trips to better utilize vehicle and personnel assets. Include details about ability to import/upload trips or requirements for manual entry of trips.*
- *Describe in detail how transit systems operating together with the same software platform can coordinate provision of trips to better utilize vehicle and personnel assets.*

Optional Features:

Offeror may provide information regarding the following features which are not needed by UCT today, but may be useful in the future:

- *Vehicle Maintenance Tracking Module or Assetworks interface*
- *Integrated Contactless Fare Payment (Option)*
- *On-demand/microtransit functionality (vehicles and operations provided by UCT)*
- *Fixed Route Scheduling.*

6.31 DELIVERABLES

- Project Management Documentation
 - Project Schedule
 - Change Management Plan
 - Engineering Change Requests
 - QA/QC Plan
 - Master Issues List (MIL)
 - Transition Plan
 - Design Review Plan
 - Testing Plan
 - Training Plan
- Design Documentation
 - System overview and architecture design document
 - System design documents including all applications and integrations included as part of this Contract
- Testing
 - Comprehensive testing use-cases and scripts
- Training and Manuals
 - Comprehensive training materials for all solutions provided as part of this Contract
 - Back-office system manual for all UCT and Offeror controlled configurations
 - Mobile Application and Customer Website Design and Configuration Management Manual
 - IVR phone tree and Design and Configuration Manual
 - Driver Display Manual

7 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

7.1 TERMS OF SUBMISSION

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent’s materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.


Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

7.2 PROPOSAL FORMAT

The County desires all responses to be identical in format in order to facilitate comparison. While the County’s format may represent a departure from the vendor’s preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to page 5, 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the RFP.

The County may award a contract based on initial offers received without discussion of



such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. The County reserves the right to contact proposers regarding cost and scope clarification at any time throughout the selection process.

The successful Offeror's proposal must include all responses to the requirements contained within this RFP and all appendices (if applicable) must be completed in their entirety.

By submitting a proposal, the successful Offeror agrees to all applicable provisions, terms and conditions associated with this RFP. This solicitation, the successful Offeror's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

The total length of the proposal should be no more than 30 pages, 8½ x 11 size paper with an 11 point minimum text size. Charts and graphs may be 10 point. All required forms are exempt from the page limit and must be submitted under the section identified below. Only one (1) complete proposal should be electronically submitted. The maximum document upload size is 20 MB. For any questions, contact the project representative on the front cover.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

The proposal should be organized and identified by section as follows:

- **Section A** – Cover Letter
- **Section B** – Company Qualifications and Experience
- **Section C** – Proposed System
- **Section D** – Project Team and Implementation Plan
- **Section E** – Maintenance and Support Program
- **Section F** – References
- **Section G** – Cost Proposal
- **Section H** – Required Forms
 - Appendix 1 – Proposal Requirements Checklist
 - Appendix 2 – Proposal Submission
 - Appendix 3 – Addenda Receipt and Anti-Collusion
 - Appendix 5 – FTA RFP Response Form
 - Appendix 6 – FTA Requirements and Special Conditions for Technology Goods and Services
 - Attachment A: Certification Regarding Lobbying

- Attachment B: Certificate of Compliance with Buy America Requirements
- Attachment C: Certificate of Non-Compliance with Buy America Requirements
- Attachment D: Certification Regarding Debarment, Suspension, Ineligibility
- Attachment E: Affidavit of Compliance with NC E-Verify Statutes

7.2.1 SECTION A – COVER LETTER

In your cover letter, include the following information about your company.

1. Legal Company Name and DBA (if applicable)

Corporate Headquarters:

Address
Telephone Number
Website Address


Location Providing Service (if different from headquarters):

Address
Telephone Number

2. Name of Single Point of Contact
Title
Direct Telephone Number and/or extension
Direct Email Address
3. Name of Person with Binding Authority
Title
Address
Direct Telephone Number and/or extension
Email Address
4. Describe your interest in this project and the unique advantage your firm and team bring.
5. Stipulate that the proposal price will be valid for a period of 180 days.
6. *Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal:* “The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

7.2.2 SECTION B – COMPANY BACKGROUND AND EXPERIENCE

This section provides each vendor with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other vendors. Careful



attention should be paid to providing information relevant to Union County needs. Provide a concise profile of the Offeror's organization to include the following:

- Provide corporate history, and number of years in business under the current organizational name and structure and services offered;
- Track record of successful implementation and satisfied customers.
- What is the firm's industry rating?
- What is the Vendor's service commitment to customers and measurements used?
- Are audited or otherwise verifiable financial statements available upon request?
- Is the vendor's organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services?

7.2.3 SECTION C – PROPOSED SYSTEM

Based on the information provided in this RFP, please provide a detailed description of the Automated Demand Response Transportation Management Scheduling and Routing Software being proposed. Proposals for software that is in concept stage or needs to be built, so-called vaporware, will not be considered.

7.2.4 SECTION D – PROJECT TEAM AND IMPLEMENTATION PLAN

This section covers various aspects of the successful Offeror's approach to the proposed Project Team and implementation plan for this project. Please respond with as much relevant detail as possible given the information you've been provided in this RFP.

- Project Team: Provide names, roles, involvement levels and durations, and relevant experience for each person on the team.
- Timeline: Provide a schedule to implement the proposed system. This timeline should include complete installation, data conversion and entry, and staff training. Describe your ability to implement the software within three (3) months of contract execution.

7.2.5 SECTION E – MAINTENANCE AND SUPPORT PROGRAM

Describe your company's maintenance and support program and include the following:

Maintenance

- Describe the details and duration of any manufacturer's warranty on proposed software system.
- How often do you provide product updates? Include the firm's willingness and plan for keeping its products up-to-date. "Up-to-date" is defined as continuously adding or replacing products to take advantage of new technology and complying with emerging industry standards.

- Describe the process by which user input is incorporated into new product releases.
- What is included in the annual maintenance contract?

Support

- Offeror shall describe the extent and nature of software support services, including web-based and telephone support, and consulting support.
- Do you have a telephone access number, email address, or web portal for technical phone support?
- What are the hours of support?
- What is the guaranteed response time for telephone support? Email support? Web Support?
- Do you have the ability to provide direct remote support? Please describe.
- Describe the Offeror's support escalation procedure.
- What is the Offeror's policy for the provision of on-site support?
- Do you maintain a client accessible Internet Knowledge Base of known issues and frequently asked questions?

7.2.6 SECTION F – REFERENCES


Provide, at a minimum, three (3) comparable clients with whom your firm has an established relationship similar to the Scope of Work outlined in this RFP and one former client that stopped doing business with you in 2021 and include the following:

- Name of Client/Firm
- Contact Name and Title
- Address
- Direct Phone Number
- Email Address
- Length of Relationship
- Software System Provided

7.2.7 SECTION G – COST PROPOSAL

Offeror's must provide a detailed, line item, cost proposal that provides a turnkey solution to the requirements of this solicitation. State the costs for all categories with the understanding that assumptions may be made. Such assumptions must be documented in each proposal. Provide a total turnkey cost proposal.

- Proposals will be accepted for both purchasing the product license and for a SAAS contract.
- When comparing prices, a 5-year cost for the product with maintenance/support fees will be evaluated.
- Include the first year of support fees but list that separately in the cost proposal.
- Proposal should be itemized and describe any applicable offer costs,



designating whether they are mandatory or optional for components which may include the following:

- Customer service costs
- Hosting service fees
- Implementation costs (system configuration, customization)
- Transition Costs
- Service Costs
- Technical Support
- Training (Technical and/or Customer)
 - Include cost per hour of additional online training and the cost per day of additional in person training
- License fees
- Maintenance/ Support
 - Provide a maintenance/support fee budget by year for each maintenance/support plan option, with unit costs broken out
- Travel Expenses – Any travel expenses reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time
- Indicate availability for the following options and include associated pricing structure for all costs including ongoing monthly payments over the course of the contract.
- Initial 1x setup cost for base module and all selected add-on modules.
- No initial setup cost for base module and all selected add-on modules.
- Travel and Per Diem per FTA Circular 4220.1 F.
- Compliance of Federal Asset Regulation (FAR Part 31.2)

7.2.8 SECTION H – REQUIRED FORMS

Offerors **must complete and include signed copies** of the following documents:

- Appendix 1 – Proposal Requirements Checklist
- Appendix 2 – Proposal Submission
- Appendix 3 – Addenda Receipt and Anti-Collusion
- Appendix 5 – FTA RFP Response Form
- Appendix 6 – FTA Requirements and Special Conditions for Technology Goods and Services

- Attachment A: Certification Regarding Lobbying
- Attachment B: Certificate of Compliance with Buy America Requirements
- Attachment C: Certificate of Non-Compliance with Buy America Requirements
- Attachment D: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction
- Attachment E: Affidavit of Compliance with N. C. E-Verify Statutes

7.3 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The County will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will assess the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

7.4 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the County will consider the information submitted in the RFP as well as the meetings (if applicable) with respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Criteria	Weights
Company Background and Experience	20%
Proposed Solution and Implementation Plan -Documentation, License Structure and Warranty -Project Team, Timeline and Training	35%
Maintenance and Support Program	20%
Cost Proposal & Compliance with Submittal Requirements	25%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful Offeror's demonstration (if requested), along with questions and answers, will be a critical component of the overall vendor evaluation.

After identification of Short-Listed Offerors, the County may or may not decide to invite Short-Listed Offerors to vendor demonstration/interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Criteria	Weights
Proposed Approach and Staff	65%
Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meetings.

7.5 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms.

A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, Offeror, partnership, corporation or association under the same or different names, will not be considered.

The County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason. The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

7.6 CONFLICT CERTIFICATION

The Offeror must certify that it does not have any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation, any such conflict of interest, whether newly arising or newly discovered, must be disclosed to the County in writing.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 TERMS AND CONDITIONS

The contract award will have an initial term of two (2) years with three (3) one-year renewal options at the County's discretion, pending annual budget approval.

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

8.2 CONTRACTUAL OBLIGATIONS


The contents of this Proposal and the commitments set forth in the selected Proposal(s) shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service Provider(s).

8.3 SUB-CONTRACTOR/PARTNER DISCLOSURE

If the proposal by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

8.4 FUNDING

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (20), dated October 1, 2013, FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.



This procurement may be made using State of North Carolina and/or the Federal Transit Administration financial assistance grants awarded UCT. The successful supplier shall be required to comply with all applicable state and federal laws, regulations, and special terms and conditions of the grant agency(ies).

8.5 EXCEPTION TO THE PROPOSAL

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Proposal. All exceptions taken must be identified and explained in writing in the proposal and must specifically reference the relevant section(s) of this Proposal. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this Proposal. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

8.6 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Vendor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 120 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked “Modification of Proposal” – with solicitation number and name on the front of the envelope. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

8.7 EQUAL EMPLOYMENT OPPORTUNITY

All Offerors will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

8.8 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

8.9 LICENSES

The successful Offeror(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

8.10 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Vendor/Offeror shall ensure that Offeror and any Sub-Contractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

8.11 DRUG-FREE WORKPLACE

During the performance of this Request, the Offeror agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Offeror/Offerors in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

8.12 INSURANCE


One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS’ COMPENSATION


Statutory (coverage for three or more employees) limits covering all employees, including Employer’s Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

- 
- B. COMMERCIAL GENERAL LIABILITY
(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.
- \$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit
- C. COMMERCIAL AUTOMOBILE LIABILITY
(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)
- \$1,000,000 Combined Single Limit - Any Auto
- D. PROFESSIONAL LIABILITY
(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)
- \$1,000,000 Claims Made
- Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.
- E. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)
(for any agreement involving software applications)
- \$1,000,000 Claims Made
- Contractor shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.


ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:
- UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.**
- Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.
- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

- 
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
 - D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
 - E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
 - F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
 - G. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: _____
 - Contract #: _____
 - H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
 - I. Certificate Holder shall be listed as follows:
 - Union County
 - Attention: Keith A. Richards, Risk Manager
 - 500 N. Main Street, Suite #130
 - Monroe, NC 28112
 - J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

8.13 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands,



obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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9 APPENDIX 1 – PROPOSAL REQUIREMENTS CHECKLIST

RFP 2023-006 Automated Demand Response Transportation Management Scheduling and Routing Software

SUBMIT WITH PROPOSAL

To confirm compliance with the RFP requirements, provide a yes or no answer to the following sections:

Proposal Requirements	Yes/No
5.1 GENERAL REQUIREMENTS	
If no, provide a summary statement:	
6.1 SECURITY SPECIFICATIONS	
If no, provide a summary statement:	
6.2 DESIGN REQUIREMENTS	
If no, provide a summary statement:	
6.3 SYSTEM DESIGN	
If no, provide a summary statement:	
6.4 APPLICATION PROGRAMING INTERFACE (APIS) REQUIREMENTS	
If no, provide a summary statement:	
6.5 CODE AND REGULATION COMPLIANCE REQUIREMENTS	
If no, provide a summary statement:	
6.6 SOFTWARE LICENSING REQUIREMENTS	
If no, provide a summary statement:	
6.7 DATA, DATA SECURITY AND OWNERSHIP REQUIREMENTS	
If no, provide a summary statement:	
6.8 DATA CONVERSION PLAN	



If no, provide a summary statement:	
6.9 IMPLEMENTATION AND TRAINING	
If no, provide a summary statement:	
6.10 MAINTENANCE/SUPPORT	
If no, provide a summary statement:	
6.11 SERVICE LEVEL AGREEMENT (SLA) AND KEY PERFORMANCE INDICATORS (KPI)	
If no, provide a summary statement:	
6.12 ISSUE RESOLUTION TEAM (IRT) AND PENALTIES REQUIREMENT	
If no, provide a summary statement:	
6.13 CHARGEABLE FAILURE	
If no, provide a summary statement:	
6.14 NON-CHARGEABLE FAILURE	
If no, provide a summary statement:	
6.15 SYSTEM ACCURACY	
If no, provide a summary statement:	
6.16 SYSTEM AVAILABILITY	
If no, provide a summary statement:	
6.17 VEHICLE MANAGEMENT	
If no, provide a summary statement:	
6.18 DRIVER MANAGEMENT	
If no, provide a summary statement:	



6.19 CLIENT MANAGEMENT AND REGISTRATION	
If no, provide a summary statement:	
6.20 RESERVATIONS	
If no, provide a summary statement:	
6.21 INTERACTIVE VOICE RESPONSE (IVR) (CAPABILITY REQUIRED, BUT MAY BE AN ADD-ON MODULE TO BASE)	
If no, provide a summary statement:	
6.22 SCHEDULING	
If no, provide a summary statement:	
6.23 DISPATCHING/ GEOGRAPHIC INFORMATION (GIS MAPPING) / AUTOMATED VEHICLE LOCATOR (AVL)	
If no, provide a summary statement:	
6.24 DRIVER DISPLAY FUNCTIONALITY	
If no, provide a summary statement:	
6.25 VERIFICATION	
If no, provide a summary statement:	
6.26 BILLING AND FARE/FEE MANAGEMENT	
If no, provide a summary statement:	
6.27 E-SIGNATURE FOR PASSENGERS (PREFERRED BUT NOT REQUIRED)	
If no, provide a summary statement:	
6.28 REPORTING	
If no, provide a summary statement:	
6.29 CUSTOMER SELF-SERVICE PORTAL/WEB INTERFACE - (CAPABILITY REQUIRED, BUT MAY BE AN ADD-ON MODULE TO BASE)	



If no, provide a summary statement:	
6.30 BROKERING/COORDINATION BETWEEN PARTNER TRANSIT SYSTEMS (OPTIONAL – PREFERRED BUT NOT REQUIRED)	
If no, provide a summary statement:	
6.31 DELIVERABLES:	
If no, provide a summary statement:	

--End of Proposal Requirements Checklist--



10 APPENDIX 2 – PROPOSAL SUBMISSION

RFP 2023-006 Automated Demand Response Transportation Management Scheduling and Routing Software

SUBMIT WITH PROPOSAL

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

County/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-advertise this project. Proposal is valid for 120 days. Proposal is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____



11 APPENDIX 3 – ADDENDUM AND ANTI-COLLUSION

RFP 2023-006 Automated Demand Response Transportation Management Scheduling and Routing Software

SUBMIT WITH PROPOSAL

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

12 APPENDIX 4 – SAMPLE VENDOR PAYMENT NOTIFICATION

RFP 2023-006 Automated Demand Response Transportation Management Scheduling and Routing Software

Informational Purposes Only - Do not submit with proposal.



Finance Department

500 North Main Street Suite #714
Monroe, NC 28112 T. 704-283-3813
www.unioncountync.gov

ATTENTION: ACCOUNTS PAYABLE VENDORS

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at www.unioncountync.gov at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Heather Howey at 704-283-3539, or send an email to ap@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.

13 APPENDIX 5 – RFP RESPONSE FORM

RFP 2023-006 Automated Demand Response Transportation Management Scheduling and Routing Software

SUBMIT WITH PROPOSAL


1. Requirements

All items in the list in the Requirements section are essential elements of this RFP and must be agreed upon for the proposal to be considered.

- A. Continuous support for the software must be available.
- B. The Offeror must upgrade the software at no additional cost to the most recent version that is being supported.
- C. Only products that are currently developed and deployed are eligible for an award. Do not include products that have not been developed and/or deployed.
- D. References must be provided for every product.
- E. Selected Offerors may be required to provide a demonstration of the software, either on-site or remote, depending on the Offeror's preference.
- F. The software shall be fully Windows-compatible and compliant with the National ITS Architecture.
- G. The first year of support fees are to be included in this proposal, and the purchasing agency will not face additional charges for the first year. The first year of support is defined as the year following the "Go-Live" date. "Go-Live" is defined as the date the purchasing agency has completely transitioned to using the software.
- H. Payments for applicable 1x set up costs, if applicable, will be made incrementally based on the following schedule:
 - Contract Sign/Start: 20%
 - Completion of Implementation On-site Training: 20%
 - Go-Live: 20%
 - Follow-up Training/Project Acceptance: 40%
- I. Do you agree to the basic requirements listed above? _____

2. Product Description

- A. Does the company offer other products that integrate with the software? If yes, list products.
- B. What year was the most recent version of the software released?
- C. How many demand-response transit systems are currently using the proposed software?
- D. What is the *smallest* demand-response transit system using the software, how many trips per day does it carry, and where it is located?
- E. What is the *largest* demand-response transit system using the software, how many trips per day does it carry, and where it is located?
- F. What database platform does the software use?

- 
- G. With which versions of Microsoft Windows is the software compatible?
 - H. How many trips per day can the software schedule?
 - I. What is the maximum number of vehicles that can be input into the software?
 - J. How many users can access the software simultaneously? Please indicate whether there are separate access limitations for office/admin/dispatch staff and drivers.
 - K. Describe the audit process for ensuring that the same client is not duplicated/entered more than 1x in the system.

3. Regional/Multiple Agency Installations

- A. Does the system enable trips to be scheduled through NC Medicaid brokers?
 - Describe in detail: interface for importing trips/assignment of brokered trips, transmittal of trip information to the broker, acceptance of the trip by the broker, and verification of the trip information from the broker.
- B. Does the system enable coordination of trips among other transit systems using various platforms and implementations?
 - Software must enable user to bill both legs of a trip when 1 leg is provided by UCT and the 2nd leg is provided by a regional partner on behalf of UCT. (E.g. UCT Medicaid passenger to be picked up by Union County, dropped off with a regional partner such as Anson County for relay to a final destination.)
- C. Does the system allow coordination between regional transit systems?
 1. If Yes, describe in detail how transit systems operating together with two separate software platforms can coordinate provision of trips to better utilize vehicle and personnel assets.
 - Include details about the ability for UCT to import/upload trips from a regional partner.
 2. If Yes, describe in detail how transit systems operating together with the same software platform can coordinate provision of trips to better utilize vehicle and personnel assets.
- D. Does the system allow regional transit partners to log-in to UCT's software to view shared trip information?
 1. If Yes, is there user-level security that allows a user to only view information related to shared trips?
 2. If Yes, are the licenses shared among all transit systems or does each transit system have its own dedicated license?

4. Support

- A. Describe how users access technical support.




- B. What is the goal for resolving an issue to determine whether the issue has been resolved in a timely manner?
- C. How often is the software upgraded?
- D. Are upgrades to the most recent software included in the support plan?
- E. Describe training materials provided to the transit agency.
- F. To help make educated decisions about the cost of support plans and the types of support offered by each plan, fill out the table below or attach a similar table. Under Support Plan Features, list all of the features in the support plans. Under Plan 1, 2, and 3, indicate whether the Support Plan Feature applies to this plan and any necessary details, such as hours support is available, frequency of GIS map updates, etc.

Support Plan Features	Plan Names		
	Plan 1 Name	Plan 2 Name	Plan 3 Name
Ex. 24-7 Customer Support	No	Yes	Yes
Plan Feature	Specification	Specification	Specification
Plan Feature	Specification	Specification	Specification
Plan Feature	Specification	Specification	Specification
Plan Feature	Specification	Specification	Specification
Plan Feature	Specification	Specification	Specification
Plan Feature	Specification	Specification	Specification
Plan Feature	Specification	Specification	Specification
Plan Feature	Specification	Specification	Specification
Plan Feature	Specification	Specification	Specification

5. GIS Data

- A. Is the GIS dataset in a proprietary format that cannot be updated/edited using standard GIS software (ex. ArcGIS)?
- B. Can local data that contain routing attributes be converted/imported into the required GIS format?
- C. What tests do you perform to determine the quality and comprehensiveness of new GIS data compared to the data the transit agency already has?

Can polygons be added to the maps to show Urbanized Area or ADA service areas, for instance?

- 
1. Describe how the zones are added and how they function. In particular, we would like to know if the zones be input and edited by the user and if addresses within a zone are given the zone characteristics for use in billing and scheduling.

6. Access to Data

- A. UCT does not believe that going into the backend of the database should ever be necessary for the user. Are all tables and fields accessible using export features and user-generated reports?
 - If no, do you agree to make custom reports as requested for no charge?
- B. Do you agree that all data input into the software is owned by the transit agency?

7. Reports

- A. Do you agree to make the custom reports listed in the RFP available upon Go-Live at no additional charge to UCT (report definitions are available upon request)?
- B. Do you agree to make updates to the required reports once a year if necessary at no additional charge?

8. Standard Installation

- A. A standard installation policy is essential for allowing transit agencies to cooperate and share ideas. This installation process will be determined at the first installation at a transit agency purchasing off of this proposal. Do you agree to adhere to a standard installation process that will set up the transit systems for success in using MDCs and other technologies in the future?
- B. Do you agree to provide documents/manuals that explain standard scheduling settings that show UCT how to establish settings for the following scenarios:
 1. Minimizing passenger ride time.
 2. Minimizing service miles.
 3. Minimizing number of vehicles in service.

10. Clients


- A. Clients may be sponsored by different funding agencies and these agencies may have different eligibility expiration dates. Does the software allow multiple funding agencies per client?
- B. Does the software allow expiration dates for each client's funding agency?

11. Reservations

- A. Does the software allow for both one-time demand response reservations and recurring subscription reservations?

12. Scheduling and Routing Optimization

- A. Describe the process for determining if the trip being requested by the customer has already been entered (process for avoiding duplication of reservations).

- 
- B. Does the software perform batch scheduling, where multiple trips may be optimally placed on vehicles/runs at the same time (instead of requiring each trip to be individually optimized)?
 - C. Can users specify which groups of trips should be scheduled first by the algorithm (e.g. schedule trips requiring lift vans first)?
 - D. Describe the information/reports that assists the operator in determining the quality of the schedule proposed by the scheduling algorithm.
 - E. Describe the settings related to the scheduling algorithm that UCT may change.
 - F. Can UCT save different scheduling algorithm settings?
 - 1. If Yes, how many different algorithm setting groups may be saved (either per user or overall)?
 - G. Describe safeguards that prevent reservation errors such as past date booking, duplicate trips, booking clients with expired eligibility, booking using an expired funding source, and booking outside the service hours and service area.

13. Dispatching


- A. Does the dispatching screen include a map that shows pickup and drop-off locations?
- B. Does the dispatching screen include a map that, if used in coordination with MDC/AVLs, will show the current location of each vehicle?
 - 1. If Yes, are vehicles highlighted that are ahead of/behind schedule?

14. Verification

- A. Describe data quality checks included in the manifest verification process that helps ensure accurate data entry.
- B. List the attributes that may be entered to verify the manifests for the entire run and for individual trips. Highlight the required attributes.

15. Billing

- A. Does the software allow bills to be created using the following methods?
 - 1. Shared Service/Revenue Miles/Hours- the total number of service/revenue miles/hours are divided by the number of passengers on the run. Each passenger's share of the service/revenue miles/hours is then multiplied by the contracted rate.
 - a. If Yes, does the software display the number of miles/hours attributed to the passenger trip on the screen and in a report?

- 
2. Zone- price of the trip is determined by the origin and destination zone.
 3. Passenger Mile- the total number of miles the passenger travels in the vehicle is multiplied by the rate.
 4. Direct/Taxi Mile- the estimated miles from origin to destination, regardless of number of miles traveled by the vehicle, are multiplied by the rate.
 5. Passenger Trip- flat charge per passenger boarding.
 6. Administration fees- extra fees added to the cost of each trip to cover administrative duties related to the trip.
 7. Any combination of the previously mentioned possibilities.
- B. When billing methods are mixed on a vehicle, are the bills accurately calculated according to each passenger's billing method?
- C. Can fares paid by a customer be deducted from the bill for a sponsoring agency paying the remainder?

16. Americans with Disabilities Act (ADA) Requirements


- A. Describe functions within the software that assist transit agencies in meeting ADA requirements, including complimentary ADA service area maps, ride time, trip denials, etc.

17. Brokering/Coordination

- A. Describe in detail how trips can be brokered to/coordinated with an outside agency (i.e. taxi or other paratransit agency). Include in the description the optimal method of transmitting these brokered trip lists to the outside agency, the optimal method to verify these brokered trips, and the optimal method to manage reimbursements to the outside agencies.
- B. List the attributes that may be entered for brokering/coordination. Highlight the required attributes.
- C. Is the brokering/coordination aspect embedded in the software?
1. If No, provide a separate description and cost sheet and list 2 transit systems and contact information, to serve as references for this feature.

18. On-Vehicle Tablet Computer Interface

- A. Does the proposal include pricing for both simultaneous tablet integration during software installation and adding tablets after the initial software installation?
- B. Is there a report that compares the arrival XY data from the tablet computers with the XY data



geocoded in the software?

- C. Is there an on-time performance report that compares times from the tablet computers with the scheduled times in the software?
- D. Describe the other reports and tools that enable the transit system to manage information and make real-time decisions based on data from the tablet computers.

19. Interactive Voice Response (IVR)

- A. Does the software interface with Interactive Voice Response software?
- B. As proposed, does the software include a connection/gateway to Interactive Voice Response Software?
 - 1. If No, provide a separate product description and a separate pricing sheet for the Interactive Voice Response connection/gateway.
- C. As proposed, does the software include built-in Interactive Voice Response Software?
- D. Describe the software's tools and reports that enable the transit system to manage information and make real-time decisions based on data from Interactive Voice Response software.
- E. List the IVR Offerors that you have collaborated with. List your own product if applicable.
- F. List or attach the minimum specifications for the telephonesystem.

20. Web Interface

- A. Does the software interface include a Web Interface component that allows passengers and/or agencies to manage trips themselves?
 - 1. If Yes, describe the Web Interface component.
- B. As proposed, does the software include a connection/gateway to a Web Interface?
 - 1. If No, provide a separate product description and a separate pricing sheet for a Web Interface connection/gateway.

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21. Recommended Hardware Requirements

Fill out the table below for recommended (not minimum) hardware specifications, or attach and clearly label recommended hardware requirements.

Category	Desktop	Server
Computer Type:	Specification	Specification
Operating System:	Specification	Specification
Additional Software Required:	Specification	Specification
Processor Size:	Specification	Specification
RAM:	Specification	Specification
Hard Drive:	Specification	Specification
Network Configuration:	Specification	Specification
Other Category	Specification	Specification
Other Category	Specification	Specification
Other Category	Specification	Specification
Other Category	Specification	Specification
Other Category	Specification	Specification

22. Role of ITRE

A. Describe how you propose to work with ITRE in ensuring successful implementations, ensuring continuous use of all aspects of the software by the transit systems, and growing the knowledge and capabilities of the transit systems and staff.

23. Future of the Product

A. Describe the vision for the product 10 years in the future.

--End of RFP Response Form--



14 APPENDIX 6 – FTA REQUIREMENTS AND SPECIAL CONDITIONS FOR TECHNOLOGY GOODS AND SERVICES

RFP 2023-006 Automated Demand Response Transportation Management Scheduling and Routing Software

Submit with proposal.

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (16), dated October 1, 2020; FTA Circular 4220.1F, dated February 8, 2016; "Best Practices Procurement Manual", updated October 2016; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:

“BIDDER” AND “CONTRACTOR”

“PURCHASER”, “PROCURING AGENCY” AND “OWNER”

2. Federal Changes


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

3. Notification of Federal Participation

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, and 20.521. Federal funding assistance up to eighty (80%) percent may be provided.

4. Conflict of Interest

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit



Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

5. **Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$250,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$250,000 or more and prior to the award of the contract.


6. **Civil Rights**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. §




5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

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


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

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



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

- (1) U.S. DOT regulations “Transportation Services for Individuals with Disabilities (ADA)” 49 C.F.R. Part 37;
- (2) U.S. DOT regulations “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.” 28 C.F.R. Part 36;
- (6) U.S. GSA regulations “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, “Electronic and Information Technology Accessibility Standards.” 36 C.F.R. Part 1194;

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- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
 - (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

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

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


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

(10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. Contracting with Disadvantaged Business Enterprises

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. 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* and with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101. The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **8.6%**.



b. 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 the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:

- **the contractor may not hold retainage from its subcontractors; or**
- **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; or**
- **is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.**


d. The contractor must promptly notify the **Procuring 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 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 **Procuring Agency**.

8. Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal Assistance provided by FTA.

9. Clean Water



(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377, The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal assistance provided by FTA.

10. Environmental Protection


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

11. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

12. Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for



the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$250,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Effective June 20, 2018 small purchases (under the \$250,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment B or C) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$250,000.


BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either B or C) IS PERMITTED TO BE SUBMITTED. The certification requirement does not apply to lower tier subcontractors.

13. Fly America

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

14. Cargo Preference

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the



Contractor is obligated to inform the Owner, so that additional requirements and clauses may be attached to this Contract.

15. **Debarment and Suspensions**

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **Procuring Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Procuring Agency**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, 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.


The Procuring Agency agrees and assures that its third party contractors and lessees will review the “Excluded Parties Listing System” at <http://epls.gov/> before entering into any subagreement, lease or third party contract.

The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at <http://epls.gov/> before entering into any contracts.

The requisite Debarment and Suspension Certification is included as ATTACHMENT D (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

16. **Termination or Cancellation of Contract**

The Owner (Grant Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Owner’s or Government’s best interest. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services



affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. The Contractor shall be paid for the products delivered up to the time of termination. The Contractor shall promptly submit its termination claim to the Owner to pay the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. A 30-day notice of termination shall be required.

If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

17. Breach of Contract

If the Contractor fails to make delivery of the equipment, supplies, or services within the specified terms of the contract, or fails to perform within the provisions of the contract, the contract may be terminated by reason of default or breach. A written notice of default or breach of contract shall be presented to the Contractor within three (3) working days of such failure. The Contractor will only be paid the contract price for equipment, supplies, or services delivered and accepted in accordance with the requirements set forth in the contract.


If it is determined that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

The Owner in its sole discretion may, in the case of breach of contract, allow the Contractor a specified period of time in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions.

If Contractor fails to remedy to the Owner's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within twenty (20) days after written notice from the Owner setting forth the nature of said breach or default, the Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

18. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor



shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. Protest Procedures

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.



20. No Federal Government Obligations to Third Parties

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

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

21. False or Fraudulent Statements and Claims


(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, by executing the Grant Agreement or Cooperative Agreement, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

22. Access to Records and Reports

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).



Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.


23. Patents and Rights in Data - CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK - ONLY

A. Rights in Data - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the




Federal Government, until such time as the Federal Government 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.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, 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 in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "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.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental developmental, or research work required by the underlying contract to which this Attachment is added 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 that 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 the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (e), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree 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 Purchaser or 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. Neither the Purchaser nor the Contractor shall 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.



(e) 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.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work

(g) Unless FTA determines otherwise, 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 provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.


(4) Therefore, when the Project is completed, the Contractor agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Contractor agrees to provide other reports pertaining to the Project that FTA may request. The Contractor agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA.

(5) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher



education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

24. Privacy

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

The Contractor shall obtain the express consent of the Department and the Federal Government before the Contractor, and any subcontractors, or any of their respective employees operate a system of records on behalf of the Federal Government. Failure to do so may result in termination of the Contract and civil and criminal penalties for violation of the Privacy Act.


The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

25. National Intelligent Transportation Systems Architecture and Standards

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

26. Recycled Products

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the



previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guidelines for Products Containing Recovered Materials,” 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

These items include, but may not be limited too:

Non-paper office products:


- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

27. State and Local Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

28. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee)



requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

29. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Purchaser/Owner of this Purchase Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

The Contractor represents and warrants that it shall make no claim of any kind or nature against the Purchaser or it's agents who are involved in the delivery or processing of contractor goods to the Purchaser. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

30. Seat Belt Usage

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt on the job seat belt use policies and programs for its employees when operating company owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts entered into under this project.

31. Metric System


To the extent required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Sect. 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Sect. 205a; and other regulations, guidelines and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

33. Exclusionary or Discriminatory Specifications

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support procurements using exclusionary or discriminatory specifications.

34. North Carolina State Ethic's Requirement

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

- 
- 1) “By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
 - (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

To be added near the signature portion of all contracts let by the Governor’s Cabinet Agencies and the Office of the Governor:

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

15 ATTACHMENT A: CERTIFICATION REGARDING LOBBYING

RFP 2023-006 Automated Demand Response Transportation Management Scheduling and Routing Software

SUBMIT WITH PROPOSAL

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$250,000; must be executed prior to Award)

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

(Contractor)

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$250,000 for each such failure.



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

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

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ___ day of _____, 20___, in the State of _____;
and the County of _____.

Notary Public _____

My Appointment Expires _____



16 ATTACHMENT B: CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

RFP 2023-006 Automated Demand Response Transportation Management Scheduling and Routing Software

SUBMIT WITH PROPOSAL

CERTIFICATE OF COMPLIANCE

WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids for goods exceeding \$250,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award. Only one certification may be submitted.)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____



17 ATTACHMENT C: CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS

RFP 2023-006 Automated Demand Response Transportation Management Scheduling and Routing Software

SUBMIT WITH PROPOSAL

ATTACHMENT C

CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids exceeding \$250,000. A bid, which does not include this certification or the certification under Attachment B, will not be eligible for award. Only one certification may be submitted)

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

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

18 ATTACHMENT D: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

RFP 2023-006 Automated Demand Response Transportation Management Scheduling and Routing Software

SUBMIT WITH PROPOSAL

ATTACHMENT D

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

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

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

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

DATE _____

SIGNATURE _____

COMPANY _____



NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

19 ATTACHMENT E: AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

RFP 2023-006 Automated Demand Response Transportation Management Scheduling and Routing Software

SUBMIT WITH PROPOSAL

STATE OF NORTH CAROLINA

COUNTY OF UNION

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

(To be submitted with all bids)

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.
- Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.



This _____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of _____

County of _____

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

Notary Public _____

(SEAL)

My Appointment Expires _____


General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (16), dated October 1, 2020; FTA Circular 4220.1F, dated February 8, 2016; "Best Practices Procurement Manual", updated October 2016; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

**THE FOLLOWING MAY BE USED SYNONYMOUSLY:
"BIDDER" AND "CONTRACTOR"
"PURCHASER", "PROCURING AGENCY" AND "OWNER"**

2. Federal Changes

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly



or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. Notification of Federal Participation

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, and 20.521. Federal funding assistance up to eighty (80%) percent may be provided.

4. Conflict of Interest

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


5. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$250,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$250,000 or more and prior to the award of the contract.

6. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.,



section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.


(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

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

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with




implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

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

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

- (1) U.S. DOT regulations “Transportation Services for Individuals with Disabilities (ADA)” 49 C.F.R. Part 37;
- (2) U.S. DOT regulations “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.” 28 C.F.R. Part 36;
- (6) U.S. GSA regulations “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;

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- (8) U.S. Federal Communications Commission regulations “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 49 C.F.R. Part 64, Subpart F;
 - (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, “Electronic and Information Technology Accessibility Standards.” 36 C.F.R. Part 1194;
 - (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
 - (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

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


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

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

(10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. Contracting with Disadvantaged Business Enterprises

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.



a. 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* and with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101. The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **8.6%**.

b. 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 the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:


- **the contractor may not hold retainage from its subcontractors; or**
- **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; or**
- **is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

d. The contractor must promptly notify the **Procuring 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 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 **Procuring Agency**.

8. Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal Assistance provided by FTA.



9. Clean Water

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377, The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal assistance provided by FTA.

10. Environmental Protection


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

11. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

12. Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose



of processing or storing data. Small purchases (currently less than \$250,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Effective June 20, 2018 small purchases (under the \$250,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment B or C) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$250,000.

BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either B or C) IS PERMITTED TO BE SUBMITTED. The certification requirement does not apply to lower tier subcontractors.

13. Fly America


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

14. Cargo Preference

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform the Owner, so that additional requirements and clauses may be attached to this Contract.

15. Debarment and Suspensions

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined



at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **Procuring Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Procuring Agency**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, 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.

The Procuring Agency agrees and assures that its third party contractors and lessees will review the “Excluded Parties Listing System” at <http://epls.gov/> before entering into any subagreement, lease or third party contract.

20 The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at <http://epls.gov/> before entering into any contracts.


The requisite Debarment and Suspension Certification is included as ATTACHMENT D (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

16. Termination or Cancellation of Contract

The Owner (Grant Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Owner’s or Government’s best interest. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. The Contractor shall be paid for the products delivered up to the time of termination. The Contractor shall promptly submit its termination claim to the Owner to pay the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. A 30-day notice of termination shall be required.

If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

17. Breach of Contract



If the Contractor fails to make delivery of the equipment, supplies, or services within the specified terms of the contract, or fails to perform within the provisions of the contract, the contract may be terminated by reason of default or breach. A written notice of default or breach of contract shall be presented to the Contractor within three (3) working days of such failure. The Contractor will only be paid the contract price for equipment, supplies, or services delivered and accepted in accordance with the requirements set forth in the contract.

If it is determined that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

The Owner in its sole discretion may, in the case of breach of contract, allow the Contractor a specified period of time in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions.

If Contractor fails to remedy to the Owner's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within twenty (20) days after written notice from the Owner setting forth the nature of said breach or default, the Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.


18. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.



Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. Protest Procedures

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.


20. No Federal Government Obligations to Third Parties

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

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

21. False or Fraudulent Statements and Claims

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, by executing the Grant Agreement or Cooperative Agreement, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act



of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

22. Access to Records and Reports

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).


Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

23. Patents and Rights in Data - CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK - ONLY



A. Rights in Data - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.


(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government 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.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, 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 in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "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.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental developmental, or research work required by the underlying contract to which this Attachment is added 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 that 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 the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of



automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree 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 Purchaser or 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. Neither the Purchaser nor the Contractor shall 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.

(e) 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.


(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work

(g) Unless FTA determines otherwise, 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 provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) Therefore, when the Project is completed, the Contractor agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Contractor agrees to provide other reports pertaining to the Project that FTA may request. The Contractor agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA.

(5) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.



B. Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

24. Privacy

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


The Contractor shall obtain the express consent of the Department and the Federal Government before the Contractor, and any subcontractors, or any of their respective employees operate a system of records on behalf of the Federal Government. Failure to do so may result in termination of the Contract and civil and criminal penalties for violation of the Privacy Act.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

25. National Intelligent Transportation Systems Architecture and Standards

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

26. Recycled Products



The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

These items include, but may not be limited too:

Non-paper office products:


- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

27. State and Local Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

28. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated



terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

29. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Purchaser/Owner of this Purchase Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

The Contractor represents and warrants that it shall make no claim of any kind or nature against the Purchaser or its agents who are involved in the delivery or processing of contractor goods to the Purchaser. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

30. Seat Belt Usage

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt on the job seat belt use policies and programs for its employees when operating company owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts entered into under this project.


31. Metric System

To the extent required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Sect. 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Sect. 205a; and other regulations, guidelines and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

33. Exclusionary or Discriminatory Specifications

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support procurements using exclusionary or discriminatory specifications.

34. North Carolina State Ethic's Requirement



Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

- 1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
 - (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

To be added near the signature portion of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."