

Charleston Area Regional Transportation Authority (CARTA)



Real Time Location System Request For Proposals

Charleston, South Carolina
Date: April 11, 2017

Due Date: May 2, 2017
Time: 3:00 P.M. EST

Receipt Location:
BCD Council of Governments
Attn: Jason McGarry
1362 McMillan Ave, Suite 100
North Charleston, SC 29405

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Charleston Area Regional Transportation Authority

PUBLIC NOTICE: CARTA2017-05

Charleston Area Regional Transportation Authority (CARTA) will accept proposals from Bidders for Vehicle Real Time Location Systems. CARTA needs a system that will deliver the most reliable and verifiable data, which is critical to the success of CARTA. Vendor submissions may, if desired, include quotes for hardware and/or software for a Real Time Location System.

The Purpose and Intent of this RFP is to improve CARTAs vehicle location service as well as provide an updated service that allows applications for mobile devices to see updates in real time. The real time service will enhance the user experience of the system.

Any contract awarded pursuant to this RFP is subject to financial assistance grants between CARTA and the U.S. Department of Transportation ("USDOT"), Federal Transit Authority ("FTA"), and/or the South Carolina Department of Transportation ("SCDOT"). The Contract is subject, not only to CARTA policies and procedures, but also to the statutes, regulations, policies and procedures of the FTA and SCDOT.

The deadline for Bidders to submit written questions for information and/or clarification is **3:00 PM on April 25, 2017**. All written questions received by this deadline will be answered in a written addendum.

The deadline for receipt of all submittals is **3:00 P.M. on May 2, 2017**

All Proposal responses should be mailed or delivered to:

BCD Council of Government
1362 McMillan Ave, Suite 100
Attn: Jason McGarry
North Charleston, SC 29405

Note: The deadline shown above 3:00 P.M on May 2, 2017 is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered

1. GENERAL INFORMATION

1.1 BACKGROUND

CARTA was created in 1997 by adoption of a mutual agreement by the following jurisdictions: Charleston County, The City of Charleston, The City of Hanahan, and The City of Isle of Palms, The City of North Charleston, The Town of Kiawah Island, The Town of Mt. Pleasant, and The Town of Sullivan's Island.

CARTA provides public transportation services within the member jurisdictions, with the authority to determine scope (routes, equipment, and facilities) and standards of the service to be provided. CARTA is subject to the regulations of the US Department of Transportation (DOT), Federal Transit Authority (FTA), South Carolina Department of Transportation (SCDOT), and federal, state and local laws.

1.2 PROPOSAL SCHEDULE

Proposals shall be solicited and evaluated by the following schedule:

Publish/Release Solicitation	4/11/2017
Deadline for Written Questions 3:00PM	4/25/17
Deadline for Proposals	5/2/17 3:00PM
Evaluation Process	TBD
Interview with selected Bidders	TBD
Notification of Selection and Recommendation of Award	TBD

Submission

One (1) original, three (3) bound copies and One (1) digital copy of the Proposal shall be submitted no later than 3:00 p.m. EST on May 2, 2017 to the following address:

BCD Council of Government
Attn: Jason McGarry, Contract Administrator
1362 McMillan Ave, Ste 100
North Charleston, SC 29405

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

Proposals shall be submitted in a sealed box or envelope that is labeled with the Bidders name and identified as containing a Proposal responding to RFP #CARTA2017-05 for a Real Time Location System.

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

The proposal must be unconditional to review any part of the RFP, addenda will be provided to all firms who received or requested the RFP document.

1.3. ETHICS AND NO CONTACT POLICY

After issuance of this RFP, Bidders, or anyone acting directly or indirectly on behalf of a potential Bidder or a subcontractor shall not discuss or submit inquiries about this RFP in any way with any of the CARTA employees, agents, or elected or non-elected officials, or a member of the Board of Directors, other than the Procurement Administrator, Jason McGarry, jasonm@bcdcg.com. Any communication with the Procurement Administrator must be in writing, and submitted as required in this RFP. The foregoing restriction expires once contract has been executed. Violation of this restriction may result in disqualification of the Bidder, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act.

1.4. ADDENDA

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

1.5. PROPOSAL REVIEW PROCESS

The procurement of these contractor services will be in accordance with CARTA and other applicable federal, state, and local laws, regulations and procedures.

Proposals shall be submitted as set forth in this RFP. The CARTA Selection Committee (the "Selection Committee") will review and evaluate proposals in accordance with the requirements and instructions contained in this RFP.

1.6. AWARD/REJECTION OF PROPOSALS/CONTRACTS

An award resulting from this RFP shall be made to the most responsive and responsible Bidder whose proposal is determined to be most advantageous to CARTA, taking into consideration evaluation factors contained herein; however, CARTA reserves the right to reject in whole or in part, any and all proposals received in all cases, CARTA will be the sole judge as to whether an Bidders proposal has or has not satisfactorily met the requirements of the RFP.

CARTA reserves the right to reject, in whole or in part, any and all proposals received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such proposals, such rejections, waivers, or negotiations to be accomplished in any manner necessary to serve the best interests of CARTA. It also reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposal, which are uncertain as to terms, delivery, quantity, or compliance with specifications.

The selected Bidder will be notified of acceptance of this proposal by a formal notice of award.

The selected Bidder shall enter into a contract with CARTA on terms mutually agreeable to CARTA and the Bidder; failure to do so shall permit CARTA to award to another Bidder. CARTA reserves the right to develop and impose additional performance and/or technical requirements of terms and conditions before entering into a contract. Said additional requirements, terms, and conditions shall be based on the particular characteristics of the proposal under consideration.

Negotiation of a contract will be in conformance with the applicable federal, state, and a local laws, regulations, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract.

1.7. INSTRUCTIONS AND GENERAL INFORMATION

A. BIDDERS RESPONSIBILITY

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

B. DUTY TO INQUIRE

Should a Bidder find discrepancies or omissions in this RFP, or should the Bidder be in doubt as to the meanings, the Bidder shall at once notify CARTA in writing prior to the last day for written questions.

C. SIGNATURE REQUIREMENTS

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

D. WAIVER

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

E. CONFIDENTIAL INFORMATION

All proposals received become the exclusive property of CARTA. At such time, as a Contract is agreed to by the contractor and the Board, all proposals submitted will become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which constitute confidential and proprietary information or trade secrets as those terms are used in S.C. Code Ann. §§ 11-34-410 and 30-4- 40(a)(1) and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." However, proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without

justification may be released pursuant to a freedom of information request. CARTA shall not in any way be liable or responsible to any Bidder or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of CARTA or its officers, agents, or employees. Any legal costs associated with determination of what is excluded or included in a public records request is at the expense of the Bidder.

F. REVISION TO RFP

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

G. WITHDRAWL OF PROPOSAL

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

1.8 RESERVED RIGHTS/LIMITATIONS OF FUNDING

All Bidders are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, CARTA reserves the right to terminate any RFP accordingly. CARTA makes no representations that any contract will be awarded to any Bidder responding to this RFP.

- CARTA reserves the right to waive any minor irregularities in any or all proposals.
- CARTA reserves the right to reject all proposals and re-solicit or cancel this procurement to be in the best interest, without indicating any reason for such rejection(s).
- CARTA also reserves the right to enter into a contract with any Bidder based upon the initial proposal or on the basis of a best and final offer without conducting interviews.

A. PROTEST PROCEDURES

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

1.9 COST OF PROPOSAL PREPARATION

CARTA shall not be responsible for any cost or expense incurred for preparation of the proposal in response to this RFP. Bidder shall not include such expenses as a part of the price proposal.

CARTA shall be held harmless and free from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of any person or organization responding to this RFP.

1.10 PROHIBITED INTEREST

No member, officer, employee of CARTA, or members of their boards during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereafter.

1.11 TAXES

Bidder must include sales tax, if any, and all other applicable taxes and fees in their proposals. The Bidder should be aware that S.C. Code Ann. 12-8-550 requires withholding a percentage of payments made to certain nonresidents conducting business in South Carolina. Inquiries concerning S.C. Code 12-8-540 should be addressed to Withholding Section, South Carolina Tax Commission, PO Box 125, Columbia, SC 29214.

1.12 NOTICE TO PROCEED

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

1.13 LABOR PROVISIONS

South Carolina is a right-to-work state. The successful Bidder shall be responsible for compliance with all applicable requirements of 49 U.S.C. 5333(b)

1.14 TERMS

CARTA seeks to issue a contract for a Real Time Location System servicing its fleet of public transit vehicles for one (1) year with the option to renew for four (4) consecutive one year terms.

1.15 GENERAL PROPOSAL REQUIREMENTS

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Bidder's capabilities to complete the contract.

- The proposals must address all requirements of this RFP. Information must be current, up to-date and completely address the RFP requirements.
- Emphases are on CLARITY OF CONTENT—AVOID JARGON AND RHETORIC.
- The submittal should be typed using a 12-point font size and employ margins of one inch or more.
- Typed, bound, and presented in sections separated by tabs. Tab sections are specified below.
- Proposal copies and all supporting documentation shall be exact replicas of the original proposal document. Each copy of the proposal shall be bound in a single volume.
- The Proposal does not have a page number limitation. Pages in the Proposal must be consecutively numbered. Please mark blank pages as "This Page Intentionally Left Blank." Double sided pages are preferred.

- If the Bidder supplies publications in response to a requirement, the response must include a reference to the document number and page number(s) of the publication. Publications provided without this reference will not be considered by the Evaluation Committee or the Board.

1.16 EVALUATION PROCESS

Each submittal will be evaluated in accordance with the evaluation criteria stated herein. The CARTA Board of Directors will award to the Vendor whose offer conforming to the solicitation will be most advantageous to CARTA, as determined by the evaluation factors listed below.

Selection Criteria and Consideration

Submittals will be evaluated on the basis of the following, with pricing information being factored into the scoring only after all other criteria has been scored and recorded. Each factor has been assigned a pre-established weight to reflect its relative importance.

1. Qualifications and Experience. This will be evaluated on the vendors experience as a whole in the depth of understanding of the work, completion of similar work, innovative applications, and knowledge of best practices. (30 points)
2. Features and benefits of proposed product (50 points)
3. Service and Warranty (20 points)

Based on the evaluation criteria, finalist will be selected. There may be further evaluations by interviews; however, CARTA reserves the right to award without holding discussions. The purpose of the interview, if held, will be to further review the final submittals in specific areas with regards to satisfying the evaluation criteria stated above.

2.0 SCOPE OF WORK

1. Software Components Fixed Route AVL

- System will have capability to capture and transmit vehicle location information on a real-time basis.
- System should have an update frequency rate as close to real-time as possible, no more than 2 seconds per update.
- iPhone and Android and mobile website apps must be included in the system offering for better access and convenience.
- System shall offer detailed area and route maps, preferably using maps like Google.
- System should accommodate and/or offer future option of integrating automatic passenger counting system.
- System should be turn-key and cloud hosted. Vendor should describe their go-live strategy and average release timelines.

2. Passenger Components

Public Website

- Users shall have ability to view only routes that are of interest to them.
- System should provide arrival estimates to give riders more detail about anticipated vehicle arrival times.

- Users shall have the system remember chosen routes from past times they have loaded the website.
- Vendor shall design a banner that uses customer-supplied logos/graphics to clearly identify customer's transit system and a web address that is easy to market to riders.
- System shall continuously update the web page without the user being required to refresh the webpage.

Mobile phone Access

- System should allow riders to access arrival estimates via SMS text messaging
- For phones with GPS capability, system should provide geolocation features to allow riders to identify location on map.
- For smartphones, system should provide interface that shows steady vehicle movements without reloading.
- For smartphones with GPS capability, system should provide geolocation features to allow riders to identify location on map.
- System should provide a free-to-download native application.
- Shall provide an optional notification platform. This should work without the rider opening the app.

3. Management Components

Management Software Requirements

- System shall provide real-time graphical displays of vehicle location using map interface.
- System shall provide a management interface to allow assignment of buses to routes by dispatchers.
- Interface should be intuitive and simple to use.
- System shall allow announcements to be posted immediately or in advance for posting at pre-defined times. System shall also allow announcements to be removed automatically at a pre-defined time in the future.
- System shall provide historical playback of vehicle locations.
- All back end administrative tools and functions shall be available on cloud based web portal.

Reports

- System shall provide web-based reports that allow customer to run transit system more efficiently.
- Ability to see all of a particular vehicle's arrivals and departures for the day.
- Reports shall allow for time based comparison and historical reporting.
- Reporting data should be captured and remain accessible for at least 2 years.
- Reports shall be exportable to standard Excel format.

Support

- Vendor will provide 24-7 support when needed in case of severe emergencies.
- Vendor should be accessible via phone, web and email, at bare minimum.
- Turnaround response time of vendor for any mission critical component of the system should not exceed 4 hours.
- Vendor shall provide training prior to deployment of system.
- Support shall be available during normal business hours. Standby support shall be available at all other times, including nights, weekends and holidays.

2.1 OBJECTIVE

CARTA seeks to provide Intelligent Transportation System (ITS) enhancements to benefit both existing and potential ridership. Specifically, it seeks to provide riders and potential riders with an understanding of its fixed-route coverage with more accurate and timely information as to the arrival of its fixed route bus fleet through an Automatic Vehicle Locator (AVL) System. Toward that end, CARTA seeks creative proposals from vendors capable of addressing these desires in a flexible, but foundationally comprehensive manner.

CARTA wishes to provide both current and potential riders with enhanced tools to understand and more effectively utilize its fixed-route fleet of 96 buses by providing them access to an application or applications that can be accessed or run from any Internet connected wired or wireless device including but not limited to computers, smartphones and tablets. The app(s) shall provide the public with real-time vehicle location information on a digital map as well as show real-time arrival and departure times.

Providing riders with accurate Estimated Time of Arrival (ETA) at the predefined stops within its system is the primary desire of this RFP but toward that end certain static and variable data will be required to calculate such ETA's. In light of this, a fundamental deliverable is to be an open platform, SQL-type database capable of both processing and storing all relevant data then making it available to both initial and future applications that may be required or desired by CARTA. Much of the data required to perform such accurate ETA calculations is not currently available or of sufficient accuracy thus respondent proposers will be required to provide details as to what data will be collected, how it will be transported, where and how it will be stored and utilized. The system should have an update frequency rate as close to real-time as possible.

In addition to the delivery of accurate information to the ridership CARTA desires the ability to mine the data processed and stored in the aforementioned database to develop operational metrics that can be used to identify operational deficiencies or significant trends of potential value to optimize other CARTA's operations such as administration, dispatching, maintenance and operations via future applications and data reporting.

CARTA has a variety of existing assets that could potentially be leveraged or enhanced either as part of or as an option to the respondent's proposal. These include but are not limited to the following:

- Cradlepoint IBR 1100 Series - IBR1100LPE-VZ
- Transportation 3-in-1 BB – T-3-BB-15 (2x Cellular, 1x GPS)

Deliverables to include: Automatic Vehicle Location System, Internet Passenger Information, Display arrival and departure times on end-user initiated text messages.

2.2 Technical Requirements

System Operational Needs:

- Any bus must be capable of operating on any run.
 - A “run” may consist of one or multiple routes assigned to a driver and bus.
- Any qualified driver must be able to operate any bus on any run.
- Under a run, a bus may start out running one route, travel to a given point, and then become a different route.
- The location of every bus in operation must be updated at least once every 30-seconds.
- Proposed solution should not require daily administration requiring added workload or staffing.
- At a minimum the proposed solution must provide a web based application that:
 - Identifies the fixed-routes and the bus numbers.
 - Provide and/or display the location of the fixed-stops (and associated Stop IDs), and ETA for the next bus.
 - Allow authorized input and subsequent display of operational status alerts.
 - Is either integrated with the main CARTA web site or linked thereto.
- Proposed solution must be capable of providing support for a variety of initial or future applications such as:
 - An Android OS rider application for smartphones and tablets
 - An iOS OS rider application for smartphones and tablets
 - The Google Maps suite of applications
- Proposal should explain how it will make its ETA calculations & keep them as accurate as possible.
- If feasible it is desired that users of the system be supported along the lines of:

Calculation of ETA based on a rider's:

- Wireless device provided GPS coordinates.
- Manual entered specific address i.e. 123 Main St. Lawrence.
- Directions to nearest fixed-stop or ad-hoc hailing zone if in a no-stopping zone.
- If feasible, CARTA would like to leverage any of its existing resources and investments appropriate to the proposed solution or enhancement(s) thereto.

Whereas there are numerous potential approaches to delivering a solution addressing the intent of this RFP, CARTA has chosen to allow potential respondents significant latitude in their proposal rather than attempting to specify a certain approach or certain equipment. With this latitude comes the requirement that any proposal provide sufficient detail as to the approach being taken, what that approach delivers initially, what the approach can potentially deliver in the long term and what the projected ongoing licensing and/or maintenance fees will be. The projected costs for any linkage or data storage required under a proposal must be identified as well.

CARTA will use the information a respondent provides to assess how well a proposal meets the stated intent of this RFP and the value it provides. If CARTA determines more than one response suitable it will award based on its analysis of the total cost of ownership and delivered value.

3.0 Federal Provisional and Clauses**Contract Subject to Federal Financial Assistance/Application of Provisions and Clauses**

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Compliance with and citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (17), dated October 1, 2015; FTA Circular 4220.1F, dated November, 2008, updated March 13th, 2013; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

No Government Obligation to Third Parties

Both CARTA 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 CARTA, Contractor, or any other party (whether or not a party to this 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.

Program Fraud and False or Fraudulent Statements and Related Acts

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies and affirms the truthfulness and accuracy of any claim, statement, submittal, certification ,assurance or representation it has made, it makes, it may make, or causes to be made to the Federal Government pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to the other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 and other applicable penalties on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification assurance or representation to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 53 23(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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.

Audit and Inspection of Records

- (a) In accordance with 49 CFR 18.36(i), the Contractor agrees to provide CARTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 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 USC 5302(a)1, which is receiving federal financial assistance.

Where CARTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgranteee of the FTA Recipient in accordance with 49 CFR 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where CARTA, in accordance with 49 USC 5325(a), enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)(1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

- (b) The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that CARTA, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- (c) The periods of access and examination described above, for records which relate to (1) appeals under the disputes clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of. Reference 49 CFR 18.39(i)(11).

Civil Rights Requirements

- 1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
- 3) **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), 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. 25
- 4) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 5) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Termination for Default:

CARTA may, by written notice of default to Contractor, terminate the whole or any part of this Agreement if Contractor fails to perform the service within the time and manner specified herein or any extension thereof or if Contractor fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms; and it does not cause such failure to be corrected within a period of five (5) days for a default that materially disrupts the transit service to the public provided herein or thirty (30) days for all other defaults (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure. If this Agreement is terminated in whole or in part for default, CARTA may provide, upon such terms and in such manner as the Contracting Officer deems appropriate services similar to those so terminated. Contractor shall be liable to CARTA for any excess costs for such similar services and shall continue the performance of this Agreement to the extent not terminated under the provisions of this paragraph. If after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CARTA. The rights and remedies of CARTA provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Disadvantaged Business Enterprise, 49 CFR Part 26

The following provisions of CARTA's financial assistance contract with the U.S. Department Of Transportation apply to this contract:

1. Policy

It is the policy of the Department of Transportation that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R., Part 26 and Section 106(c) of the STURAA of 1987, apply to this agreement.

The contractor agrees to ensure that DBEs as defined in 49 C.F.R. Part 26 and Section 106(c) of STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. It is further policy of CARTA to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvements in all phases of CARTA procurement activities are encouraged.

2. DBE Obligation

The contractor and its subcontractors agree to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In that regard, all contractors and subcontractors shall take all necessary and reasonable steps in accordance with

49 C.F.R. Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

The contractor must promptly notify CARTA 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 CARTA

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, Revision 4, dated March 18, 2013, 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 32 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 CARTA requests which would cause CARTA to be in violation of the FTA terms and conditions.

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 CARTA. 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 CARTA. 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 CARTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by CARTA, 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 CARTA 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 CARTA 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 CARTA, 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.

Restrictions on Lobbying; Certification

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts. Section 1352 of Title 31, United States Code, provides in part that no Federal funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, or the entering into of any cooperative agreement.

Privacy Act

Contracts Involving Federal Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) 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.

Prohibited Interest

No member, officer, or employee of CARTA or local public official during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Covenant Against Gratuities

The Contractor shall not offer or provide gifts, favors, entertainment or any other gratuities of monetary value to any official, employee, or agent of CARTA during the period of this contract.

Indemnity

Contractor shall protect defend, indemnify and hold CARTA, its Board, officials, employees, agents and volunteers (each an "Indemnified Party") free and harmless from and against any and all losses, liabilities, 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, suits, liens, demands, obligations, proceedings or causes of action of every kind and character arising from Contractor's acts, errors, and omissions in the performance of this Agreement and/or the operation of the transit system, including, but not limited to attorneys' fees incurred by any or all of the Indemnified Parties by reason of any and all suits, actions, demands, proceedings or claims made, asserted or imposed against any and all Indemnified Parties arising out of each and every actual or alleged: accident, injury, death, loss, or damage, to any person or property, or other economic loss or claimed liability, however caused, resulting from, connected with or arising out of any act or omission of Contractor, its officers, directors, employees, agents, attorneys, assigns, contractors or subcontractors; violation of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to Contractor in its operation of the transit system contemplated herein including, but not limited to, all state and federal environmental, motor vehicle, civil rights, Title VI, DBE, and labor laws and regulations and other laws and regulations undertaken by Contractor in this Agreement; and infringement of any patent, trademark, or intellectual property right, or violation of any state or federal patent, trademark, or intellectual property law.

Contractor will, and if so requested by an Indemnified Party shall, undertake to defend, at its sole cost and expenses, any and all suits, actions and proceedings brought against any or all of the Indemnified Parties in connection with any of the matters identified in this section. The Indemnified Party shall give Contractor timely notice of and shall forward to it every demand, notice, summons or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of such Indemnified Party to give such notice shall not affect such right to indemnification unless such failure materially prejudices Contractor's ability to defend against such claim or proceeding. The Indemnified Parties agree to reasonably cooperate with Contractor in connection with the defense of any such claim.

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.

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.

SIGNATURE PAGE
RFP #: CARTA2017-05

PROPOSER'S NAME: _____

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Request for Proposals and any Contract Documents.

Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Proposer**, to any officer or employee with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

The offer is genuine and not made in interest or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Proposer** has not directly induced or solicited any other **Proposer** to submit false or sham bid; **Proposer** has not solicited or sought by collusion to obtain for itself any advantage over any other **Proposer** or other **Owner**.

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Contractor" may be used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.

Proposer has examined copies of all documents and the following addenda (if applicable)

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

Address: Post Office Box:_____ Zip:_____
Street:_____ Zip:_____
City:_____ State:_____
Telephone:_____ Phone:_____

*Signature _____ Title: _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.

Printed Name: _____ Date: _____

Pricing Schedule
RFP CARTA2017-05
Real Time Location Services

_____ hereby offers to furnish CARTA all labor, materials and services at the prices as quoted herein, in conformance with CARTA's scope of work.

It is understood that the prices in the "pricing Schedule" constitutes the proposer's total price for completing the work described in the RFP. The prices quoted shall include all labor, materials, supplies/manuals, equipment, training, software, travel and transportation, taxes, fees, drawings and any and all necessities and incidentals (including those not directly specified) that are required to complete the work.

Item Description	Unit Price	Total Price
Cost of Application		
Hosting		
Maintenance		
End-User Training		
Extended Warranty		
Total		_____

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

(To be submitted with all bids or offers 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.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____
County of _____

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

Notary Public _____

My Appointment Expires _____