

REQUEST FOR PROPOSAL

FOR

**HUERFANO LAS ANIMAS AREA COUNCIL OF
GOVERNMENTS**

dba

SOUTH CENTRAL COUNCIL OF GOVERNMENTS

SCHEDULING/ DISPATCHING PROGRAM

Due Date: Tuesday September 28, 2010

Due Time: 3:00 PM MDT

RFP #2010.1, Paratransit Scheduling & Automation Software/Hardware

Table of Contents

1.0	Introduction and Background	3
2.0	Phase 1 Paratransit Software Specifications and Scope of Work	5
3.0	Phase 2 MDC/MDL/SmartPhone Specifications and Scope of Work	14
4.0	Training, Documentation and Support	23
5.0	Administrative and Contractual Information	27
6.0	Price Proposal	32
7.0	Proposal Evaluation Factors.....	33
8.0	Proposal Preparation and Format	34
	Exhibit 1 Federal Requirements.....	37
	Exhibit 2-6 DBE, Debarment, Lobbying, Buy America Certifications	51-55
	ATTACHMENT 1: Sample Reports	56

SECTION 1 - INTRODUCTION AND BACKGROUND

1.1 - Introduction

The Huerfano Las Animas Council of Governments dba South Central Council of Governments (SCCOG) requests proposals (RFPs) from responsible and qualified vendors for a GIS based Demand Response Transit Scheduling and Routing Software System.

SCCOG Transit provides general public and human service transportation in the counties of Las Animas and Huerfano, Colorado. SCCOG Transit averages 150 daily and 40,000 annual trips, providing service 5 days a week from 7am -5pm, with a fleet of 12 vehicles. The majority of the service provided, approximately 80%, is subscription in nature.

SCCOG Transit has approximately 6 human service contracts, 16 different funding source codes, and employs the following billing parameters: flat trip rate, time and mileage and a rural general public fare.

SCCOG Transit currently uses a Microsoft Excel spreadsheet for dispatching. User information is also stored in Microsoft Excel spreadsheet.

BRIEF DESCRIPTION OF THE SERVICE AND PROJECT GOALS

- PHASE 1: Paratransit demand-response software, computers (3) and server.
- PHASE 2: Mobile Data Computers (MDC/MDT/Smartphones)

This RFP calls for the procurement and successful installation of software, computers and server with the Mobile Data Computers at a later date. Both technologies must be available as one integrated unit. All necessary components for the successful implementation of the technology will be supplied by the vendor.

1.2 - Project Objectives/Purpose of the Project

It is expected that the technologies shall assist in a variety of functions including, but not limited to:

1. Data collection, reporting, and record keeping - reducing staff time and generating all required reports,
2. Assisting staff to improve their performance - greater staff efficiency,
3. Greater customer convenience - rapid reservation process,
4. Assist the scheduling and dispatch staff in making decisions,
5. Maintenance tracking - including reporting and record keeping, and
6. Provide management with the ability to monitor service in real time.

1.3 - Project Participants/Time Frames

1.3.1 - Project Time Frames

The anticipated installation date for the paratransit software is fall of 2010, between the months of October through December. Software installation must take no longer than three months from Notice to Proceed to acceptance by SCCOG Transit. Phase 2 of Mobile Data Computers (MDC/MDT/Smartphone) installation shall take place in the 2012-2013 calendar years as more grant funds become available.

1.3.2 - Budget

The budget allowed for phase 1 is \$40,000. This budget is meant to cover software, computers and server required for Phase 1.

1.4 - SCCOG Transit Overview

- SCCOG Transit has a total of 12 vehicles with 9 vehicles running at peak service. Current schedule is 7:00 AM to 5:00 PM Monday thru Friday. SCCOG Transit has 2 base stations ran out of Huerfano and Las Animas Counties, primarily the towns of Trinidad and Walsenburg. Other towns currently served include but are not limited to: Gardner, La Veta, Cokedale, Starkville, Jansen, Weston, Valdez, Sopris, Primero, Hoehne, Aguilar, and Pueblo.
- Dispatch runs out of the Trinidad office for both counties by one dispatcher. The schedule is kept on a weekly basis on an excel spreadsheet for both counties. Calls are taken on a first come first serve basis with medical taking priority. The schedule consists of 80% regularly scheduled rides.
- SCCOG Transit would like to streamline dispatching abilities with computer assisted dispatching and reporting.

1.4.1 - Current Hardware/Software/Network

The current computers are a variety of Dell desktops and laptops using Windows 7 and Windows XP operating system. The server will be run out of our current network. The current network runs Windows Server 2003.

1.4.2 - Description of Communications Systems

Current communications network are Push to Talk AT&T Cell Phones.

SECTION 2 – PHASE 1 PARATRANSIT SOFTWARE SPECIFICATIONS AND SCOPE OF WORK

2.1 – Introduction

SCCOG Transit is using a set of principles to guide this procurement. These principles are seen throughout the RFP and must be addressed by the proposing vendors. These principles are as follows:

- **Proven technology, products, and services** –SCCOG Transit is interested in purchasing proven technologies and contracting with companies with excellent track records.
- **Prime Contractor/Subcontractor** – SCCOG Transit requires a prime contractor who will be responsible for **all** tasks and activities up to and including successful implementations and on-going support.
- **SCCOG Transit desires a turnkey system** –SCCOG Transit is interested in purchasing technologies (as needed), and the related services that shall ensure a fully functioning set of technologies meeting the required specifications. The contractor shall be responsible for all aspects of the installation and successful implementation including the actions of all subcontractors. MDC/MDT/SMARTPHONE capabilities must be integrated into the software to ensure that all activity is recorded by the software, and can be used by SCCOG Transit dispatcher and management.
- **Support of products** –SCCOG Transit considers support of the product to be as important as the product itself. The contractor shall be held to a high standard as is specified in the RFP.
- **Performance/functional specifications** – This scope of services allows for flexibility in developing a proposal. The focus of the procurement is on performance/functional specifications. The vendor is frequently requested to use their best judgment (and explain in detail their approach) in meeting the specifications of this RFP.
- **Assurance that technology is up to date** – SCCOG Transit wants to invest in technology that will be functional for the longest period of time, whether that is web based or not. In response to this RFP please describe the advantages of your particular approach including but not limited to: speed of system, dependability, ease of use, cost and other factors.

2.1.2 - Description of SCCOG Transit

- Service area: Huerfano, Las Animas, and Pueblo Counties.
- Number of paratransit vehicles in peak service: 9
- Types of service: demand response & deviated fixed route
- One-way trips: 150
- Vehicle hours: 10
- Vehicles in service: 12

- Number of dispatch work stations: 3

2.1.3 – Work to be Performed by Contractor

The contractor shall provide turnkey technology implementations for SCCOG Transit. The contractor shall do the following:

1. Supply all of the software and hardware.
2. Install hardware and software.
3. Provide electronic data import for SCCOG Transit from existing electronic database. *Note if there is no electronic database of customers then SCCOG Transit will need to conduct accurate data entry.(All Data stored on EXCEL Program)*
4. Conduct detailed on-site training for all SCCOG Transit operations staff.
5. Provide manuals/training guides to SCCOG Transit.
6. Ensure successful implementation.
7. Provide detailed information concerning levels of support. Proposers must state what hours support staff is available and by what means. This information should include telephone, fax, electronic mail, remote access, and on-site emergency help. Also, include the cost of additional support after the installation/initial implementation support ends, and any ongoing maintenance & upgrade fees. Provide on-going support/cooperation with SCCOG Transit.
8. Proposers should include a description of their organization/firm, and a description of the project team. Proposers should also provide descriptions of their training and technical support staffs, in terms of size and qualifications. It is the intention of this RFP that the project team remains stable throughout the 12-month contract period.
9. Proposers should discuss their project management approach to the project. Proven and well-defined methodologies are highly desired. Please describe all pre-planning and pre-implementation processes that will assist in the successful deployment of the solution.
10. The chosen scheduling and routing software should be able to adapt to future technological advancements. Proposers are encouraged to describe their firm/organization's commitment to research and development and share their vision for emerging technologies in the transit industry.

2.1.4 – Work to be Performed by SCCOG Transit

SCCOG Transit shall be required to be actively involved in the installation/implementation of the technology. This includes:

1. Provide work space for the contractor
2. Provide access to office space, and any other locations as needed by the contractor
3. Ensure that staff is available for training
4. Provide data entry for data in hard copy format, assuring accuracy of the information
5. Provide proper implementation support

2.2 – Functional Specifications – Paratransit Software

RESPOND TO ALL ASPECTS OF THE FUNCTIONAL SPECIFICATIONS THAT FOLLOWS.

Include a copy of the vendor's software and hardware licenses for the prime and subcontractors. Provide copies of sample screens and enough documentation to demonstrate your capabilities to perform this work. Any deviations from the specifications or exceptions must be clearly noted in the proposal and compiled in a section of the proposal called "Exception to the RFP Requirements". SCCOG Transit shall entertain other options and recommendations if they can improve upon the current requirements.

The software must be able to meet the specifications described below (discussed in detail in following sections). The text describes the required software system functions. Each function must be fully integrated into SCCOG Transit to allow for maximum flexibility.

The following functional specifications are those required by SCCOG Transit. **Each vendor must specifically address their capability to meet each of these specifications.** To support this, submit hard copies of each screen used by staff for each of the six functions.

2.2.1 - Passenger Registration

Purpose: To have information necessary to provide effective transportation for qualified passengers, to enhance and speed up the reservation, dispatch, and scheduling function, and to assist in program administration, record keeping, and agency billing. This shall include passengers from a variety of agency sources. Each passenger shall be registered in the database.

Data to be processed:

- a. Unique identification number
- b. name (last, first, middle initial)
- c. home address (street, city, state, zip code, and county)
- d. mailing address
- e. sex
- f. telephone numbers
- g. ethnicity
- h. date of birth
- i. status (marital)
- j. social security number
- k. Medicaid Number
- l. language preference (English, Spanish, Braille, etc.)
- m. emergency contact (name, address, telephone)
- n. disability code(s)/physical needs for transit purposes (including need for an attendant/aide or children)
- o. Personal Care attendant name & employer
- p. combined weight of wheelchair and person
- q. type of payment code (paid, prepaid, etc.)
- r. agency, doctor or employer (name, address, city, state, zip code, phone number)
- s. agency, doctor or employer (name, address, city, state, zip code, phone number)
- t. required vehicle type code (sedan, van, bus, etc.)
- u. service type code
- v. agency billing codes
- w. income level code
- x. Number in household

- y. Ages of members in household
- z. Americans with Disabilities Act (ADA) certification, temporary, or permanent
- aa. notes
- bb. passenger trip history.
- cc. effects of disability
- dd. passenger type code

Functions:

- a. as individual program applications are approved, information (such as that listed above) is input into the database,
- b. when data updates are required, new information is input as appropriate,
- c. as applications require (mailing lists, emergency contacts, and telephone numbers), clerk produces printouts of data,
- d. use of this information for reservations, scheduling, and dispatch needs,
- e. generate various passenger reports as spelled out in Function 5/Management Information/Client Billing,
- f. immediately generates essential trip data for booking trips rapidly (minimum number of keystrokes). This shall include information for individuals or groups of passengers such as frequent destinations and recent trip history, and
- g. ability to place customers not using service for a specified period of time (such as six months or one year) in an inactive/archival database. These records should be available as needed and be able to be placed in the active database within five minutes.

2.2.2 – Reservations/Scheduling in Real Time

Reservations: To record and schedule passenger trip requests so that (a) minimum inconvenience is experienced by passengers, b) data related to such requests can be easily accessed by staff, and c) staff can rapidly and accurately schedule trips. Please note, this component shall be integrated with the scheduling function. The trip shall be able to be scheduled on an actual vehicle run during the reservations process (on-line).

Automated Scheduling: To schedule trip request orders so that SCCOG Transit can offer maximum flexibility and minimum inconvenience to passengers while concurrently optimizing the efficiency of operations. Note that this component shall be accomplished in two parts. The first part discussed above includes the on-line scheduling component. The second shall be batch-scheduling capabilities for the scheduler. The scheduler must be able to optimize the schedule multiple times up to and including the day of service – in real time, without violating customer’s half-hour pick-up window. The automated software system must be flexible, allowing dispatch staff to adjust service parameters, including but not limited to: productivity, average speed, and dwell time.

SCCOG Transit provides service outside of their service area. The automated scheduling function must be able to schedule trips throughout the service area Las Animas, Huerfano and Pueblo Counties. SCCOG Transit shall have geographic information system (GIS) functionality throughout the counties.

Data to be processed:

Demand-Response and standing order

- a. passenger name,
- b. ID number,
- c. disability code,
- d. vehicle code,
- e. date of trip request,
- f. number of attendants or escorts,
- g. scheduled date(s) of service,
- h. pick-up location and zone (coded),
- i. destination location and zone (coded),
- j. requested pick-up/arrival time,
- k. required arrival time at destination,
- l. specifics/comments,
- m. the same information for the return trip including will calls (if applicable),
- n. passenger code
- o. agency billing code,
- p. payment type,
- q. frequent destinations,
- r. trip code.

Output:

- a. Reservations/dispatch staff takes trip request orders and input the trip data into the computer. Most of the trip data (origin address, directions, billing code, disability status, and comments) shall be automatically entered to reduce the number of keystrokes required to schedule a trip. **Average time to book and schedule a trip shall be under three minutes.**
- b. For demand-response service, the software shall allow the dispatcher to generate up to three suggestions that shall ensure that the productivity is maintained. The suggestions shall be ranked from first to last choice.
- c. Requests for modifications to such orders are accepted until the scheduled service time.
- d. Subscription trips are recorded and prescheduled, allowing demand and standing order trips to be grouped together.
- e. As trip requests are made, the reservation/scheduler shall assign the trip to the appropriate vehicle (typically only one serving a particular area) and the trip is confirmed with the passenger.
- f. Ninety-five percent of all trip requests shall be confirmed and scheduled while the passenger is on the telephone. There shall be no more than five percent of all requests that cannot be scheduled while the customer is on the telephone (callbacks to confirm the trip). This shall require a rapid booking process and the capability of the software to assist the dispatcher in identifying the most appropriate vehicle.
- g. The scheduler shall be able to assign standing order passengers to a run on a permanent basis. Placing these trips on hold when passengers are on vacation, etc, shall be a simple process that can be accomplished in less than five minutes.
- h. The scheduler shall be able to call up driver runs and resulting data processed from previous days in order to ascertain if the schedule is feasible.
- i. The scheduler, after assigning runs, can print each run in order of stop and zone.

2.2.3 – Dispatching

Purpose: To provide on-line vehicle information and schedules for dispatchers to manipulate as needed in making last minute route modifications. The dispatcher must be able to go from a reservation/scheduling screen to the dispatch screen or to any other screen in less than five seconds without having to close out the previous function. **This aspect of the service must have the capacity to be fully integrated into the MDC/MDT/Smartphones in Phase 2.**

Data to be processed: run modifications, additions, cancellations, and no-shows shall be changed as needed.

Output:

- a. On the service day, the dispatcher shall utilize on-line scheduling component in order to manipulate runs (usually adding last-minute passengers or dealing with vehicle breakdowns) and make changes to improve productivity.
- b. Provide visual display of SCCOG Transit tours on the screen.
- c. The dispatcher must be able to look at all vehicles down time (defined as not having a passenger on board and not deadheading to a pickup). The dispatcher must be able to view this screen and see at least ten vehicles at a time.
- d. The dispatcher must be able to record no-shows, cancellations, additions, and other information on a real time basis.
- e. The dispatcher must be able to schedule trips in real-time. The dispatcher must be able to reschedule a trip in less than two minutes.
- f. The dispatcher must be able to cancel non-essential trips within five minutes as specified, in the event of system closure due to weather or other emergency. For example, SCCOG Transit dispatchers shall be able to delete all but essential medical trips in the event of a major snowstorm.
- g. The dispatcher must be able to send a wide variety of “canned” and original electronic messages through the MDC/MDT/SMARTPHONE to individual drivers, groups or all vehicles on the road. (*At later date, when procured*)
- h. The dispatcher shall have the ability to view late trips, trips that run the risk of running late and missed trips (more than 20 minutes late).

2.2.4 – Trip Data Processing\Data Entry

Purpose: The software must provide:

- (a) information to scheduling and dispatch staff and
- (b) data for management information reports.

The MDC/MDT/Smartphones will provide actual times to allow for one time data entry.

Data processed/captured:

- a. actual arrival time at pick-up point
- b. actual time passenger boarded
- c. actual drop-off time
- d. actual ending mileage of sub tour and tour
- e. no-shows or cancellation
- f. standing order trips

- h. ride number assignment
- i. total vehicle and revenue miles/vehicles
- j. total vehicle and revenue hours/vehicles
- k. fare or payment type
- l. agency billing information
- m. driver and vehicle ID numbers
- n. any other information needed to generate the required reports in Function 5, Management Information/Client Billing

Output:

- a. Drivers provide services as requested and record information on the manifest, or MDC/MDT/SMARTPHONE (when installed), or immediately reports it to the dispatcher who shall update the run in real time.
- b. Trip data are provided to schedulers and dispatchers; information is also provided to assist in management of the program.
- c. SCCOG Transit will use MDC/MDT/Smartphones in the future, which shall record all necessary data.

2.2.5 – Management Information/Client Billing

Purpose: To produce monthly, annual, and other periodic reports on service as needed for management and funding organization reporting requirements. Such reports shall enable analysis of service quality, resource allocation, program expenditures, billing, and scheduling effectiveness, as well as data on drivers, runs, vehicles, and passengers. Attachment 1 depicts the reports required by SCCOG Transit in addition to the reports below. The software must enable SCCOG Transit to develop ad hoc reports as necessary. The vendor shall ensure that the reporting and record keeping function is in place as negotiated when the software is implemented. Failure to have these functions in place shall be considered an incomplete implementation.

It is essential that this function be in place when the technology goes live.

Output:

- a. weekly/monthly/annual trip summaries by county and system wide:
 - number of trips
 - unduplicated riders
 - percentage of trips on time
 - percentage of trips with late pickups/drop offs
 - average trip lengths in minutes/miles
 - percentage of on-demand vs. standing order trips
 - percentage of trips with excessive travel time
 - revenue hours and miles
 - vehicle hours and miles
 - road calls by vehicle
 - passenger trips per revenue mile/vehicle hour
 - passengers by type, i.e.,
 - Elderly
 - disabled
 - child

- full fare
 - wheelchair users
 - visually impaired
 - percentage of revenue hours to vehicle hours
 - percentage breakdown of trips by day and time of day
 - average cost of trip
 - number of no-shows and cancellations by date
 - total number of no-shows and cancellations
 - percentage of origins and destinations by zone (transfers)
 - driver hours
 - number of trips by route
 - number of trips/hour by tour
 - data to comply with Title III, including ethnicity/racial background
 - number of trips by code
- b. weekly/monthly/annual program status reports:
- number of trips for each type of service/agency
 - percentage of all trips for each type of service
 - number of registered passengers
 - number of passengers added during preceding week, month, and year
 - number of passengers deleted from software during preceding week, month, and year
 - comparison of passenger additions/deletions with similar data collected from previous year
- c. weekly/monthly/annual passenger activity summary:
- reports for contracting agencies
 - bills for contracting agencies
- d. passenger data reports
- passenger master record
 - passenger feedback file
 - no-shows/cancellations by passenger
 - previous no-show/cancellation history
 - individual passenger trip history (common destinations)

2.2.6 – Driver Record Keeping

Data to be processed:

- a. driver training (including routes that the driver is trained for)
- b. years in service
- c. refresher training dates
- d. disciplinary record/on time performance
- d. accident record
- e. license renewal/inspection

Output:

- a. Track each driver's training record to ensure driver is assigned to appropriate route.
- b. Apprise management of driver refresher training needs.
- c. Provide management with tools to track driver performance/safety

2.3 – Installation

2.3.1 – Installation/Implementation. The software and other technology must be fully functioning to the satisfaction of SCCOG Transit. Installation and testing shall be completed and successful implementation must take place within three months of Notice to Proceed.

1. Provide an installation plan, as part of this proposal. This plan shall be detailed enough so that SCCOG Transit shall know every step of the installation process. Each task shall be broken out and described in detail. It is to include, but not be limited to, each of the topics outlined below.
 - a. SCCOG Transit and SCCOG Transit staff involvement -- describe the level and type of staff time required for the installation and an estimate of hours. This should include all training.
 - b. Contractor staff time -- who shall perform the installation, what shall be their responsibilities, and how much time shall they be on the project. A Project Manager must be assigned whom SCCOG Transit and SCCOG Transit staff can reach within one hour of a request for assistance.
 - c. Level of interference with current operation -SCCOG Transit requires that the contractor cause a minimum of disruption with the current operation.
2. Provide a detailed timeline of each task in the installation and implementation phase of the project.
3. How long did it take to implement similar software in other locations? Describe both typical and difficult installations. Explain why the installation was difficult and explain how your firm shall avoid implementation pitfalls.

SECTION 3 – PHASE 2: MOBILE DATA COMPUTER (MDC/MDT) and/or MOBILE PHONE (SMARTPHONE) SPECIFICATIONS and SCOPE OF WORK

3.1 FUNCTIONAL SPECIFICATIONS – MDC or Mobile Phone (Smartphone) *(To be bid as separate option, for later purchase, earliest in 2012/2013)*

Respond to all aspects of the functional specifications that follow.

Provide copies of sample screens and enough documentation to demonstrate your capabilities to perform this work. Any deviations from the specifications or exceptions must be clearly noted in the proposal and compiled in a section of the proposal called “Exception to the RFP Requirements”. SCCOG Transit shall entertain other options and recommendations if they can improve upon the current requirements.

SCCOG Transit uses functional specifications to describe to the vendors the requirements of the MDC/MDT/Smartphone system. The MDC/MDT/Smartphone must interface with all aspects with the paratransit software. Our interest is in a system that will perform the functions specified, rather than to tell the vendor how to accomplish the functions. **It will be the vendor’s responsibility to ensure compliance with all local, state, and federal regulations/requirements/licenses.**

The vendor selected will be required to work closely with AT&T mobile phones.

The functional specifications are broken down into the following categories:

- Overall System Requirements -- This section will discuss the overall requirements of the MDC/MDT/Smartphone.
- Data Collection -- This section describes the data to be collected for each of the activities associated with the MDC/MDT/Smartphone.
- Optional Equipment/Features -- This section describes the optional equipment that SCCOG Transit will require.
- Proposed System Configuration -- In this section the vendor will describe how all of the components of the MDC/MDT/Smartphone system will be configured.
- MDC/MDT/SMARTPHONE Hardware Specifications - This includes the specific requirements of the MDC/MDT/Smartphone hardware.

3.1.2 Overall System Requirements

As discussed above, the purpose of the MDC/MDT/Smartphone is to provide real time information for the dispatcher to allow SCCOG Transit to work more productively and improve customer access. The second purpose is to provide a variety of data that can be used by management to review system performance. Please respond to each requirement in detail. SCCOG Transit wants to know how each requirement will be accomplished.

1. Primary Vendor Qualifications

SCCOG Transit requires that all prospective vendors meet the following requirements:

- a. Have actual experience in successful operation of the vendor's proposed MDC/MDT/Smartphone with the paratransit software. SCCOG Transit wants a proven product that will interface with the paratransit software.
- b. Have experience in successful installation with cell phones and radios

2. Dispatch Requirements

One of two primary functions of the MDC/MDT/Smartphone is to provide SCCOG Transit with digital dispatching capabilities. These capabilities will allow the dispatcher to have knowledge of the status of each vehicle through the paratransit software.

Specific real time information includes the status of each route in regard to passengers boarding and alighting -- including specific knowledge of the status of each trip (time of event, vehicle mileage). The dispatcher should also be able to communicate digitally with each driver. The communications speed should be such that there is virtually no delay in the communication between the dispatcher and the driver (less than one second). The dispatcher must be able to perform all of the following functions through the paratransit software system. All functions must be fully integrated into the paratransit software. Please respond to each requirement in detail.

- a. Please provide examples of all MDC/MDT/Smartphone displays and driver screens that are available to SCCOG Transit. The screen must be big enough to display GIS based maps and navigation system for the driver. The MDC/MDT/Smartphone must be capable of transmitting either individual trips or groups of trips to the driver. Group trips should be accomplished without having to enter each individual into the MDC/MDT/Smartphone. The driver will acknowledge each incoming message.
- b. The dispatcher should be able to reassign or manipulate trips from one MDC/MDT/Smartphone to another through the paratransit software system, with a simple command. This process should be simple and integrated into the software.
- c. The MDC/MDT/Smartphone should order all pickups and drop offs as specified by the paratransit software system. At least 50 trip assignments and supporting information should be able to be stored by the MDC/MDT/Smartphone for reference by the driver as needed. Each of these must be able to be easily accessed by the driver.
- d. The dispatcher should have the capability of sending a priority message to all, or a select group of drivers simultaneously.
- e. The dispatcher should be able to determine the status of each run in real time without speaking to a driver.
- f. Through a variety of programmable functions and keys, the driver should be able to

send a set of messages to the dispatcher using only one or two keystrokes.

- g. SCCOG Transit shall have the option of configuring the MDC/MDT/Smartphone computer so that it can specify the length of time the driver has to respond to/acknowledge incoming messages and the number of times the MDC/MDT/Smartphone computer will transmit a message that has not been acknowledged.
- h. After the specified time frame with no acknowledgment, the MDC/MDT/Smartphone computer will transmit the message again. After a second and third attempt without acknowledgment, the MDC/MDT/Smartphone computer will inform the communications supervisor of the driver's failure to acknowledge the message. The MDC/MDT/Smartphone computer will store messages that have not been acknowledged. Once the MDC/MDT/Smartphone computer has re-established communications with the MDC/MDT/Smartphone, it will prompt the communications supervisor to transmit stored messages.
- i. If the MDC/MDT/Smartphone fails to receive an acknowledgment from the MDC/MDT/Smartphone computer after attempting to send a message, it will prompt the driver to attempt to send the message again. After a second and third driver prompt and transmission attempt, without acknowledgment, the MDC/MDT/Smartphone will assume the vehicle is in a poor radio coverage area and will prompt the driver to move the vehicle.
- j. The MDC/MDT/Smartphone should store received messages and give the driver both a visual and audio indication of a new message. The MDC/MDT/Smartphone should also give an indication for any messages that have not been acknowledged by the driver within a specified time frame.
- k. SCCOG Transit will be able to configure the display screen to include general reminders, the official SCCOG Transit time, and other features as deemed reasonable by SCCOG Transit.
- l. The MDC/MDT/Smartphone must have full GIS functionality with a navigation system that allows drivers to visually display road maps and allows for audio and visual directions.

3.1.3 Data Collection Requirements

One of the two primary functions of the software is to collect a variety of trip-specific data for use by management. This data is to be developed into management reports for use in real time, daily, monthly, and annual reports. Attachment 1 depicts the reports that SCCOG Transit will need. In addition SCCOG Transit requires that the technologies compile National Transportation Database (NTD) reports. The vendor will be responsible for ensuring that the technology generates these reports, and for developing the reports for SCCOG Transit.

1. Recording of Data

This section describes the data collection activities required of the MDC/MDT/Smartphone. The MDC/MDT/Smartphone will perform each of the activities and report each event that is specified in the administrative, driver to dispatcher, and dispatcher to driver activities. The MDC/MDT/Smartphone must be capable of indicating the following activities through the paratransit software at a minimum:

- a. **Driver to Dispatcher** - SCCOG Transit requires that the MDC/MDT/Smartphone be able to provide the following information from the driver to the dispatcher.
 1. Arrival at pickup for individuals and groups (time and mileage)
 2. Trip ID number
 3. Passenger(s) boarding (time and mileage)
 4. Arrival at destination for individuals and groups (time and mileage)
 5. Passenger(s) alighting (time)
 6. Rider fare information
 7. Number of passengers
 8. Cancellation confirmation
 9. Request for a no-show
 10. Acknowledgment of pick-up request
 11. Programmed messages
 12. Emergency messages/alarm
 13. Road failure - with specific types of problems
 14. Driver log on/off
 15. Driver out of the vehicle
 16. Driver on/off break
 17. Variety of programmable needs
 18. Fuel stop
- b. Each MDC/MDT/Smartphone communication from driver to dispatcher will automatically identify the vehicle and driver numbers, date, time, and vehicle mileage. Group trips will be assigned as a group rather than individual trips.
- c. The MDC/MDT/Smartphone on screen keypad will provide the following driver functions:
 1. adjustment of the display contrast,
 2. adjustment of the brightness of the display back light,
 3. cancellation of an incorrect keypad sequence before sending information to the communications computer,
 4. advancement of information displayed on the MDC/MDT/Smartphone display,
 5. renewing the driver's manifest,
 6. displaying driver messages, displaying of a manifest, displaying of individual trip data,
 7. acknowledging receipt of messages from the MDC/MDT/SMARTPHONE computer,
 8. transmission of canned coded messages.

- d. Dispatcher to Driver - SCCOG Transit requires that the MDC/MDT/Smartphone be able to provide the following information from the dispatcher to the driver.
 1. Passenger name - ID number
 2. Trip ID number
 3. Passenger (and group) pick-up address: street address, city, apt. no. directions, special instructions
 4. Passenger (and group) drop-off address including: street address, city, apt. no. facility name, directions, and special instructions
 5. Passenger additional information/special instructions
 6. Scheduled pick-up time
 7. Scheduled arrival/appointment time
 8. Number of passengers
 9. Will calls
 10. Trip cancellation
 11. Additional programmed messages
 12. Free form messages

Driver and dispatcher using a minimum number of keystrokes should conduct all functions. All activity cited above will be collected and stored so that the dispatcher can have real time access to all system data generated through the MDC/MDT/Smartphone.

3.1.4 Expansion to Other Technologies

SCCOG Transit will expand its technology to include card readers, and other future technologies. Respond in detail to the following:

1. The successful vendor's MDC/MDT/Smartphone shall have the capability to completely integrate and control multiple devices such as card readers, GPS receivers, odometer readers, and other technology that may be applicable to SCCOG Transit.
2. SCCOG Transit may request additional device(s) in the initial procurement, or may prefer to wait until the future. Please describe how both separate and combined implementation would be accomplished. Please respond in detail to this specification.

3.1.5 Proposed System Configuration

The vendor should detail the proposed MDC/MDT/Smartphone system configuration.

1. Describe and illustrate the transfer of data from the vehicle to the scheduling system. Please be specific and present diagrams.
2. Detail all software and hardware necessary to support each aspect of the data transfer from vehicle to the scheduling system.
3. The vendor will be responsible for all interfaces, and the installation of all components necessary for a fully functional system.
4. All software must operate on a PC with a node on the same local area network as the paratransit software.
5. The system must support multiple telephone systems, radio channels and communication networks in the event of system changes over the useful life of the MDC/MDT/Smartphone.
6. Describe any other system features that may be relevant to the proposed MDC/MDT/Smartphone system.

3.2. MDC/MDT/Smartphone Hardware/Software Specifications

The vendor will determine the hardware that will best accommodate the requirements of the RFP. **Respond in detail to all requirements in this section.**

1. General Computer Requirements

- a. Please detail all computer specifications needed to use the MDC/MDT/Smartphone technology to its fullest capabilities (including any server). All computers must be PC based and operate on SCCOG Transit network.
- b. What percentage and number of spare MDC/MDT/Smartphone units will be needed?

2. MDC/MDT/SMARTPHONE Requirements

- a. Should the MDC/MDT/Smartphone experience a communications failure after SCCOG Transit has downloaded the drivers manifest, the MDC/MDT/Smartphone will be capable of functioning independently of the dispatch base. This functionality will allow the driver to continue working from the manifest, thereby collecting and storing in the MDC/MDT/Smartphone normal rider and trip data. Once the data link between the MDC/MDT/SMARTPHONE base and MDC/MDT/Smartphone is restored, the MDC/MDT/Smartphone will prompt the driver to send the stored rider and trip data. The MDC/MDT/Smartphone system must have the capability of performing these functions.
- b. The hardware must have the speed, ports, and storage space to meet the needs of SCCOG Transit. This will include the ability to interface with necessary communications equipment.
- c. The MDC/MDT/Smartphone power will be controlled through the vehicle's ignition switch. The MDC/MDT/Smartphone must have the capability of going into "sleep" mode when not used for 10 minutes. Reactivation from "sleep" mode must be immediate. The MDC/MDT/Smartphone must be able to retain the data stored in it after the MDC/MDT/Smartphone has shut down.
- d. The MDC/MDT/Smartphone will provide adequate filtering and protection to prevent interference from fluorescent lights and the vehicle's alternator. The MDC/MDT/Smartphone will also be protected from any power surges.
- e. The MDC/MDT/Smartphone will be sealed and protected from every possible weather condition in the the Mountain Zone area, and has to be capable of being brushed against, having liquids (hot and cold) spilled on it and must be capable of physically withstanding the variety of operating conditions typically found in SCCOG Transit.
- f. The MDC/MDT/Smartphone shall have a large display screen that can function in the variety of weather and lighting (day and night) conditions experienced in the

Mountain Zone area. Vendor should note that drivers experience significant glare. The MDC/MDT/Smartphone must be able to be read even in severe glare conditions.

- g. The display screen will be capable of displaying full color maps and function as computers – touch screen is preferred. A GPS based navigation system will be required – with visual and voice instructions.
- h. The display will show messages and trip assignments sent to the driver by the MDC/MDT/Smartphone computer.
- i. Each keypad button will be backlit for night viewing unless touch screen.
- j. The MDC/MDT/Smartphone keypad will feature soft and hard coded function keys.
- k. The hard coded keys will be fixed function keys programmed and labeled by the vendor and in conjunction with SCCOG Transit.
- l. The soft coded function keys will be menu driven and will change function depending on the menu context. Initially the vendor in conjunction with SCCOG Transit will program the soft function keys. The soft programmable function keys will allow SCCOG Transit to create or change the MDC/MDT/Smartphone soft function keys at its discretion.
- m. The MDC/MDT/Smartphone will have an audible (this audible signal is to be adjustable) and visual signal to inform the driver of an incoming message.
- n. The MDC/MDT/Smartphone must be able to be quickly disconnected so that maintenance can access that area as needed. Considering that the unit will be disconnected many times over the life of the unit, how will the vendor ensure that the connection will be reliable for long term use?

The vendor should provide details about the proposed mobile data system configuration. These details should include at a minimum:

- Diagram outlining the transfer of data from scheduling system to the vehicles via the wireless networks.
- Software, hardware, and protocols required to interface middleware to host software.
- Software, hardware, and protocols required to interface middleware to wireless network.
- Software, hardware, and protocols required to interface in-vehicle hardware to wireless network.

3. Mounting of the MDC/MDT/SMARTPHONE (Unless SMARTPHONE is bid)
 - a. The MDC/MDT/SMARTPHONE must be installed on the vehicle by the vendor. Detail the components necessary for this installation. The installation will be implemented in consultation with SCCOG Transit Vehicle Maintenance Department.
 - b. The pedestal should be able to be adjusted as necessary so that all drivers will be able to view it and use it from their normal driving position.
 - c. Describe the cabling necessary both on the vehicle and in the office. Illustrate the on board cabling, in a simple to understand, schematic form. Who will do this work?
 - d. All electrical connections for power and data shall be positive and not work loose during bus operations. Wires shall be color-coded and secured within the EVF.
 - e. Provision will be made to permit the connection of other ancillary equipment such as destination signs, next stop enunciators, automatic passenger counters, automatic vehicle locator, and smart cards.
 - f. The use of the MDC/MDT/SMARTPHONE must not interfere with any other electrical components of the vehicle.

3.4 - SYSTEM TESTING AND ACCEPTANCE

SCCOG Transit cannot accept the technologies until SCCOG Transit has validated the meeting of all requirements for the paratransit software, MDC/MDT/SMARTPHONE. The contractor shall provide all labor and supervision for the installation and testing of the equipment. The selected firm shall be responsible for providing all tools and hardware required for the proper installation.

SCCOG Transit, working with the contractor, shall develop acceptance procedures to ensure the software is installed properly and accepted. All equipment and software provided shall be tested to confirm that it is compliant with the current specifications. All equipment and software is to be free from defects in design, material, workmanship, and is capable of sustained performance in the operating environment.

All equipment and software shall pass the tests described below or have SCCOG Transit and SCCOG Transit declare that the objectives of the tests have been met by field operations.

3.4.1 - Test Procedures

The contractor shall develop and submit to SCCOG Transit a series of test plans and associated procedures 30 days before testing for comments. Testing shall not begin until a sign off of the test plan and procedures by SCCOG Transit and SCCOG Transit.

Test plans shall be developed to ensure that the technologies are functioning as specified and reports are generated as required.

3.5 - SUPPORT SPECIFICATIONS - MDC/MDT/SMARTPHONE

SCCOG Transit will supply the vendor with workspace as needed.

3.5.1 - Installation/Implementation

1. Provide an installation plan, as part of this proposal. This plan should be detailed

enough so that SCCOG Transit will know every step of the installation process. It is to include, but not be limited to:

- a. Implementation time frames. We expect a fully functioning on-line system software system within 120 days of the Notice to Proceed for Phase 2. Once that is deemed successful, the contractor will initiate phase 2 with the initial 12 MDC/MDT/SMARTPHONE. After successful implementation the remaining units will be installed. Please include a schedule (with time chart) for major milestones.
 - b. Please note that SCCOG Transit cannot accept the system until validated by SCCOG Transit.
2. SCCOG Transit staff involvement -- describe the level of staff time required for the installation and an estimate of hours.
 3. Vendor staff time -- who will perform the installation (please supply resumes), what will be their responsibilities, and how much time they will provide. A Project Manager must be assigned whom SCCOG Transit staff can reach within one hour of a request for assistance.
 4. Level of interference with current operation - SCCOG Transit requires that the vendor cause a minimum of disruption with the current operation, while the MDC/MDT/Smartphones are being installed, tested, and implemented.
 5. How long did it take to implement other systems? Please describe both typical and difficult installations. Explain why the installation was difficult and explain how your firm will avoid implementation pitfalls.

SECTION 4 - TRAINING, DOCUMENTATION AND SUPPORT

4.1 - TRAINING

1. Training is an essential component of successful implementation. Training shall be comprehensive and complete for all staff involved in the operation of the technologies. Training will be conducted for each component (paratransit software, MDC/MDT/SMARTPHONE) as it is being installed. This includes SCCOG Transit Director, technology manager, Transit Coordinator, dispatch and reservations staff. Training shall include:
 - Driver training
 - Dispatch staff training
 - Management training
 - Technology support staff/system administrator

Training shall be accomplished by persons well versed with that particular technology, not a local contractor without experience in using the technologies. A system administrator shall also be trained to be able to deal with a variety of day-to-day problems.

2. The selected contractor shall provide a detailed training plan two weeks after award of contract. The plan shall be developed to train staff on site, while at the same time continuing their primary responsibilities. Describe whom the contractor shall train, the length of each training course, and the cost of the training. Training shall not begin until SCCOG Transit approval of the training plan.
3. The contractor shall train a person to be a system administrator/trainer.
4. Complete training and user manuals shall be required for all trainees.
5. The contractor shall provide initial training on-site prior to implementation of each technology. This training must be sufficient to ensure a satisfactory implementation.
6. Between six and eight months after successful implementation the contractor is to provide additional, advanced training (one day) on site for the software.

Please comment on the appropriateness of the training timeframes. The training will be on site at one of SCCOG Transit. The training shall be conducted during regular business hours, evenings and weekends as needed on-site at SCCOG Transit. SCCOG Transit and the contractor shall determine the agenda and course outline for that training 30 days prior to the initial training date.

4.2 - DOCUMENTATION AND SYSTEM HANDBOOK

The contractor shall supply the SCCOG Transit with two hard copies and five Compact Disks (CD) of user handbooks - driver, dispatcher, and system administrator, via a web portal if available.

In addition, SCCOG Transit requires maintenance documentation necessary to sustain the hardware and software in the future. This should also be in hard copy and electronic formats. Information included in documentation must include, but not be limited to:

1. Overview/description

2. Installation guides
3. Maintenance documentation
4. A complete parts identification diagram and list
5. Troubleshooting guides
6. Diagnostic procedures
7. Inspection procedures
8. List of suppliers/necessary contacts
9. Warranty/support/repair coverage's - in detail
10. Cabling specifications and schematics
11. Programming procedures necessary to change function keys as needed

4.3 - WARRANTY AND SUPPORT

SCCOG Transit requires that the vendor provide in-house warranty service. SCCOG Transit would like to be assured that the vendor and subcontractors be in business for the useful life of the MDC/MDT/Smartphones and be able to supply SCCOG Transit with periodic upgrades to ensure a high quality product.

The other aspect to warranty/maintenance is timely response to problems. If there is a system failure or other problem, SCCOG Transit needs to be assured that the vendor will respond immediately to correct problems so that the service is not impacted.

Please respond to each of the following in detail:

1. The vendor will have 24 hour a day, every day telephone/modem support.
2. Please supply a copy of the warranty agreement that is proposed for this RFP. What will the warranty cover in terms of software, hardware, and coverage dates? The vendor (prime contractor) will be responsible for all hardware and software problems, with the exception of any hardware purchased by SCCOG Transit.
 - What is the cost of the initial warranty and extended warranties? Warranty coverage must be available for eight years.
 - The vendor will be required to maintain the software and hardware associated with the MDC/MDT/Smartphones for at least eight years (if SCCOG Transit chooses to purchase additional support).
 - What will be the response time to correct a software or hardware problem that results in a system failure (response time must be no more than two hours for a software problem at any time) and in a non-critical failure (no more than 24 hour response time) Hardware failures must be resolved within 24 hours.
 - Please describe how equipment will be repaired and returned to SCCOG Transit a timely manner.
 - Please provide us with names and resumes of all staff capable of supporting the software and hardware.
 - Procedures used to ensure that SCCOG Transit MDC/MDT/SMARTPHONE system is backed up to ensure virtually no loss of data in the event of a computer/system failure.

4.4 - SYSTEM TESTING AND ACCEPTANCE

The Contractor shall provide all labor and supervision for the installation and testing of the equipment. (MDT/MDC Option SCCOG Transit shall provide garage supervision and drivers to

move the buses into and out of position for installation. The selected firm shall be responsible for providing all tools and hardware required for the proper installation.)

SCCOG Transit working with the contractor shall develop acceptance procedures to ensure the equipment is installed properly and accepted. All equipment and software provided shall be tested to confirm that it is compliant with the current specifications. All equipment and software is to be free from defects in design, material, workmanship, and is capable of sustained performance in the operating environment.

All equipment and software shall pass the stated tests or have SCCOG Transit declare that the objectives of the tests have been met by in field operations.

All equipment, software and other ancillary items have been delivered and accounted for. This includes all fare media, documentation, training, parts and support items.

All of the equipment and software provided under this contract shall be subject to the following tests to confirm that they are:

- Free from operational defects which affect performance;
- Compliant with the specifications;
- Suitable to be placed in revenue service operations.

1. Test Procedures

The contractor shall develop and submit, to SCCOG Transit, a series of test plans and associated procedures. SCCOG Transit must review and approve the testing procedures, prior to testing the equipment and software.

2. Test Plan

Test plans will be developed to ensure that:

- (MDC/MTD/Smartphone Option) The MDC/MDT/Smartphones are functioning as specified
- Reports are generated as required

3. Factory Tests

The selected firm shall develop an implementation test plan and procedures for the following factory tests. All tests shall be certified and conducted by a qualified QA manager. Tests may be witnessed by SCCOG Transit or its representative.

4. Environment

Environmental tests shall include temperature, humidity, inclination, vibration, shock and voltage variations. Tests shall include successfully dispensing transfers upon command.

5. Software Operations

All aspects of the MDC/MDT/SMARTPHONE operations shall be tested to ensure that all functions are properly executed and that all displays and Screens are properly displayed and/or prompted.

6. BETA Test

A pilot test of MDC/MDT/SMARTPHONE on buses at locations to be determined by SCCOG Transit. The equipment shall be run for a period of not less than 14 days to confirm proper installation and operations.

7. Fleet-wide Test

Subsequent to the successful completion of the BETA test, the selected firm shall be directed to install all of the equipment at SCCOG Transit.

8. Equipment Integration Tests

All new bus installed equipment shall be subject to SCCOG Transit tests to confirm that it is fully functional and provided the reliable interfaces with the garage data systems. Computer equipment shall be tested to poll and transmit properly and provide accurate reports.

The Contractor shall provide a report showing no defaults for each unit installed.

4.5 - SOFTWARE UPGRADES

Since it is intended that these technologies shall be in use for at least 15 years, it is expected that upgrades shall be available to allow SCCOG Transit to take advantage of improvements in both software and hardware capabilities. The contractor shall provide regular upgrades to the software and MDC/MDT/SMARTPHONES systems for 15 years from date of implementation. Provide SCCOG Transit with a schedule of upgrades from the past two years.

The contractor shall give SCCOG Transit 30 days advance notice of a change/upgrade in the software.

4.6 - SYSTEM BACKUP

SCCOG Transit must be able to backup their software system on a daily basis, using a backup independent of the computer hard drive. What are the procedures and recommended hardware used to ensure that SCCOG Transit technologies are backed up to ensure virtually no loss of data in the event of a computer/system failure?

4.5 - SYSTEM SOFTWARE AND SOURCE CODES

SCCOG Transit requires that the contractor place copies of system software and source codes in escrow, or delivered in the event that the contractor terminates support for any of the technologies - the Paratransit software, MDC/MDT/Smartphones, or any other components of the technology required for full use. If the contractor were to terminate support availability, these source codes and system software shall be provided to SCCOG Transit.

SECTION 5 -ADMINISTRATIVE AND CONTRACTUAL INFORMATION

5.1 - The Proposals

To be considered, vendors shall submit a complete response to the RFP using the format provided in Section 8. This proposal format is mandatory. Proposals shall provide a straightforward, concise delineation of the vendor's capability to satisfy the requirements of this RFP.

5.1.1 - Examination of Proposal Documents

By submitting a proposal, the vendor represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing quality work to achieve SCCOG Transit's objectives.

5.1.2 - Addenda/Clarifications

Any changes to this RFP will be made by written addendum. No verbal modifications will be binding.

Questions or comments regarding this RFP must be received no later than September 7, 2010. Correspondence is to be addressed to Tom Allen at SCCOG Transit. Faxed or electronic questions or comments will be accepted. Responses to all questions regarding this procurement will be sent in writing (email) to all recipients of this RFP by September 14, 2010.

Contact Person

Tom Allen, SCCOG Transit Director
300 S. Bonaventure, Ave. Trinidad, CO 81082
719-845-1133 X204
tallen@sccog.net

5.1.3 - Submission of Proposals

All proposals are to be received no later than **3:00 p.m.** local mountain time on **Tuesday September 28, 2010.** All proposals must be sent to Contact Person:

Tom Allen, SCCOG Transit Director
South Central Council of Governments
300 S. Bonaventure, Ave. Trinidad, CO 81082
719-845-1133 X204
tallen@sccog.net

Proposals received after this time and date will not be accepted and will be returned to the vendor unopened.

The vendor shall submit an original (1) and five copies (5) of the proposal in a sealed envelope, addressed as noted above, bearing the vendor's name and address, and clearly and appropriately marked as follows:

“RFP #2010.1, Paratransit Scheduling & Automation Software/Hardware”

5.1.4 - Procurement Time Frame

Following are the required time frames for the procurement and installation:

Release of RFP	Tuesday August 24, 2010
Written Questions due	Tuesday September 7, 2010
Responses to questions	Tuesday September 14, 2010
Proposal Due Date	Tuesday September 28, 2010
Interviews (if necessary)	Tuesday October 5, 2010
Selection and Award	Tuesday October 12, 2010

Technical Proposal Requirements

South Central Council of Governments will accept proposals that explain the technical specifications for the product. **Proposals must completely and thoroughly address the following functions; any un-addressed functions will render the proposal non-responsive and be considered cause for dismissal. The selected vendor will be required to fully demonstrate the features and functionality described in the technical proposal.**

5.1.5 - Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the vendor in: 1) preparing its proposal in response to this RFP; 2) submitting that proposal to SCCOG Transit ; 3) negotiating with SCCOG Transit any matter related to this proposal; and 4) any other expenses incurred by the vendor prior to date of award, if any, of the proposed agreement.

SCCOG Transit shall not, in any event, be liable for any pre-contractual expenses incurred by vendor in the preparation of their proposals. Vendors shall not include any such expenses as part of their proposals.

5.1.6 - Exceptions/Deviations

Any exceptions to the requirements in this RFP must be included in the technical proposal submitted by the vendor. Such exceptions must be clearly labeled as such in the text of the proposal and in a separate section entitled: EXCEPTIONS. **If there are no exceptions noted, it will be assumed that the vendor will be prepared to meet the RFP specifications completely and that this RFP will become part of the contract.**

5.1.7 - Signatures

Each proposal shall be signed by an officer authorized to make a binding commitment for the firm(s) making the proposals.

5.1.8 - Addenda and Supplements to RFP

In the event that it becomes necessary to enable vendors to make an adequate interpretation of the provisions of this RFP, or if any substantive issues require change or clarification, an addendum(s) to the RFP shall be available by mail. It will be the responsibility of the vendor to check for addenda or clarifications. Vendors shall acknowledge receipt of all addenda in the transmittal letter of their Technical proposal.

5.1.9 - Acceptance of Proposals

SCCOG Transit intends to make an award to the vendor who best satisfies the needs of SCCOG Transit as described in this RFP, price and other factors considered (see Section 7 - Evaluation). This request does not commit SCCOG Transit to award a contract. Contents of the proposal may become contractual obligations if a contract ensues. Failure of the vendor to honor its obligations may result in cancellation of the award.

By submitting a proposal in response to this RFP, the vendor thereby accepts the terms and conditions set forth herein.

5.1.10 - Rejection of Proposals

SCCOG Transit reserves the right to reject any or all proposals in accordance with Federal and State Procurement Regulations.

5.1.11 - Price Validity

Prices quoted in the proposal shall remain valid for one year from the closing date for receipt of proposals.

5.2 - Discussions and Contract Award

SCCOG Transit may enter into discussions with "Qualified Vendors." The term Qualified Vendors includes only those responsible vendors who have submitted proposals initially judged by the Evaluation and Selection committee to be reasonably susceptible of being selected for award. Discussions shall be led by a Senior Manager of the Vendor who is authorized to enter into binding negotiations. Discussions shall consist of an oral presentation by the vendor to SCCOG Transit Evaluation and Selection Committee, questions from and negotiations with the Committee and Procurement Officer. Vendors shall be notified of the time, date, and location of the discussions. **Submission of a proposal does not guarantee a vendor the opportunity to be invited in for discussions.**

Subsequently, SCCOG Transit, at its discretion, may hold further discussions with one or more of the highest rated vendors, request revised offers, and/or Best and Final Offers in accordance with Procurement Regulations.

SCCOG Transit retains the right, at its discretion, not to hold discussions with vendors and may award a contract on the basis of technical and price proposals as submitted if, in the judgment of the Procurement Officer and the committee, the response to this RFP demonstrates sufficient competition so that acceptance of an initial offer without negotiation would result in a fair and reasonable price.

5.2.1 - Contract Award

Issuance of this RFP and receipt of proposals does not commit SCCOG Transit to make a recommendation regarding the most appropriate product and vendor nor does it commit SCCOG Transit to award a contract. SCCOG Transit reserves the right to postpone opening for their own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected vendor should negotiations with the selected vendor be terminated, to negotiate with more than one vendor simultaneously, to contract with two vendors, or to cancel all or part of this RFP.

5.2.2 - Protest

Protests of the award may be submitted to Transit Director Tom Allen in writing no less than

15 days after the award date listed in the RFP.

5.2.3 - Proposed Agreement

The successful contractor will be subject to the provisions contained in this RFP, except that changes may be made (if exceptions are accepted) to reflect the terms of the successful vendor's proposal. SCCOG Transit reserves the right to approve or reject any subcontractual relationship if changes or additions of subcontractors are necessary during the life of the contract.

5.2.4 - Payment Terms

It is anticipated that the agreements resulting from this solicitation, if awarded, will be for a fixed price for the successful installation and implementation of the technology.

Payment will be made on a monthly basis, based on percentage of work completed; however, SCCOG Transit will retain ten percent of each payment until the technology is working to SCCOG Transit satisfaction. This includes, but is not limited to, complete training, daily use of all functions in regular service, full report capability and production and acceptance testing.

5.2.5 - Contract Duration

Due to the phased nature of this procurement, the contract between SCCOG and vendor is to remain valid for 5 years starting with date of award.

5.3 - Other Requirements

5.3.1 - Assignment

No right or duty in whole or in part by the contractor under this contract may be assigned or delegated without the written consent of SCCOG Transit.

5.3.2 - Hold Harmless

The contractor will indemnify and save harmless SCCOG Transit and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any inquiries or damages received by any persons or property resulting from the operations of the contractor, or of any of its subcontractors, in prosecuting work under this agreement.

5.3.3 - Insurance

The contractor and all subcontractors will maintain during the life of this contract, insurance needed to protect SCCOG Transit and all of its staff, as well as the contractor and its staff. A firm authorized to do business in Colorado must execute the insurance. SCCOG Transit is to be an additional insured.

Insurance requirements include:

- General Liability Insurance - \$1,000,000 per occurrence
- Workers Compensation - \$100,000 - Minimum
- Automobile Liability - \$500,000 per occurrence

Proof of adequate insurance will be submitted to SCCOG Transit after contract award.

5.3.4 - All Other Federal Transit Administration (FTA) and Other Governmental Requirements

The vendor shall adhere to **all** other appropriate federal and state policies and procedures current and in the future regarding this procurement. The Vendor assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal administrative requirements in carrying out any project supported by the FTA grant or cooperative agreement. The Vendor agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Vendor recognizes that Federal laws, regulations, policies, and administrative practices might be modified from time to time and they may affect the implementation of the project. The Vendor agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise. Federal requirements are listed in Exhibit 1 and all other Exhibits for Federal Certifications must be signed and submitted with the proposal. **THIS PROJECT IS FUNDED WITH AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDS AND ALL FTA PROVISIONS MUST BE STRICTLY ADHERED TO.**

5.3.5 - Arrearages

By submitting a response to this RFP, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing to the State of Colorado, or any city or county in the region, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

5.3.6 - Use by Other Agencies

This award shall be available for use by SCCOG, and other Local Governments and/or Non Profit Organizations in the State of Colorado.

SECTION 6 – PRICE PROPOSAL

This section shall include all costs associated with the implement and successful operation of the paratransit software. Address each of the following cost categories based on the detailed specifications. Address costs for independent stand-alone software as well as the cost for a web based software system. Please keep these costs separate. Please note that SCCOG Transit shall also be looking for a turnkey cost. All costs must be valid for one year. Costs must be broken down for each SCCOG Transit. Basic cost categories are as follows:

- Paratransit Software (License)
- All other costs associated with installation of the software by line item
- Report Customization – See Attachment 1
- Cost of MDC/MDT/SMARTPHONES (Option for multi-year purchase)
 - Cost of each MDC/MDT, based on the purchase of 12 units,
 - Other software costs
 - All other costs associated with the installation of MDC/MDTs
- Cost to develop reports required by SCCOG Transit (Attachment 1)
- All other costs and charges necessary for the vendor to ensure a fully functional system (broken out for MDC/MDTs) meeting the specifications within 90 days of the Notice to Proceed. These costs should be described and itemized.
- Installation/Implementation (staff and expenses)
- Training - initial and six months
- Maintenance and support costs for software and hardware
 - Cost for first year support
 - Cost for each additional year (up to eight years)
 - Cost for upgrades
- **Total Cost for a fully functioning paratransit software system.**
- **The total cost to provide a fully functional MDC/MDT system that meets the specifications described in this RFP.**
- **THE TOTAL COST FOR FULL IMPLEMENTATION OF ALL TECHNOLOGIES**

SECTION 7 - PROPOSAL EVALUATION FACTORS

The Technical Proposals and Price Proposals shall be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm shall be based upon both technical factors and price, with technical factors having greater weight. Technical factors that shall be considered include the following listed in their decreasing relative order of importance.

7.1 - Experiences/References

The proven ability of the technology to meet SCCOG Transit's objectives/experiences in similar installations with Paratransit software and other technologies.

1. Describe in detail the following:

List **all*** installations of paratransit software over the past four years by the firm(s) including the following:

- Name of the client and a contact person
- Date of installation
- Software installed
- Number of daily one-way trips for both demand and standing order
- Any installation issues
- Custom features or extensive report capabilities

***Note that failure to include all installations may result in disqualification of the proposal**

7.2 - Qualifications of the Firm/Team

Does the vendor have the experience and capabilities to provide the requested services? What is the specific experience in the implementation of technologies for rural transit? What do the references report? Does the firm have a sound financial standing? Please include all subcontractors in these responses.

7.3 - Qualifications of the Proposed Staff

What are the specific qualifications of the proposed staff particularly key staff? What is their experience with rural transit? What is their experience in implementing technologies. Please include all subcontractors.

7.4 - Work Plan

What is the vendor's plan to manage the project? Is the project organization well thought out and effective? Does the vendor show a clear understanding of SCCOG Transit's needs? Is the vendor's plan effective and shall it provide effective, efficient technologies to SCCOG Transit? Is the implementation plan detailed and reasonable?

7.5 - Cost

Is the cost reasonable and realistic? How do costs compare to other Vendors? What are the costs over the life of the contract? Is there adequate supporting information for prices submitted?

SECTION 8 - PROPOSAL PREPARATION AND FORMAT

8.1 - General

Vendors under this RFP shall clearly outline their comprehensive approach to fulfilling the requirements and fully describe their plans for responding to the needs outlined in the RFP.

The technical and price proposals **shall** be reviewed for consistency with the requirements of this RFP. Failure to respond with the required information may result in the vendor being eliminated from consideration.

8.2 - Format

The proposals shall contain the information outlined below, be 8 1/2" x 11" in size. Sections and subsections shall have tabs keyed to the Table of Contents. The Technical Proposal shall be bound separately from the Price Proposal in Section 6. Proposals need not be elaborate nor should they contain unnecessary art work; rather, they shall be typewritten and reproduced in as economical a manner as necessary to present the required information. Signed Exhibits should also be included separate from Price and Technical Proposals.

8.3 - Technical Proposal Format (One Original and Five Copies)

1. Title page
2. Transmittal letter
3. Table of Contents
4. Executive Summary (5 pages maximum)
5. Description of Organization (for vendor and each subcontractor) - Provide a description of the major business functions, history, and organizational structure of the Vendor Organization. Include a profile of the location of all offices, staffing and services provided; and senior company officials' names, addresses and phone numbers.
6. Service Plan - Vendors shall provide a detailed description and discussion of how it plans to provide the services which demonstrates its understanding of the program as detailed in this RFP. Please address each component of Section 2 and 3 Scopes of Work. Emphasis should be on a timely, thorough implementation plan and the assurance of service quality including: quantity, efficiency, reliability, driver performance and timeliness. **Address how Vendor shall maintain quality control during the term of the contract.** Additionally, any minimum requirements, which Vendor proposes to exceed, should be described.
7. Project Organization and Personnel – for Contractor and Each Subcontractor
 - a. **Project Organization Chart** - An integrated organization chart must be provided containing all key personnel and their allocation to specific tasks. If a joint venture or subcontractors are involved, the proposal must clearly set forth what work shall be assigned to whom, what the lines of responsibility shall be, and who shall have management authority.
 - b. **Key Personnel** - This section should include: identification of project staff, along with information on staff education, experience, and, as applicable, professional credentials and specific assignments for this project. SCCOG Transit is particularly interested in key staff, which is defined as the Project Manager, and on-site staff and management.
 - A detailed staffing plan, including the names and resumes of staff assigned to the project.
 - For each key staff person, provide a resume of no more than two pages.

- Provide specific information on the related experience of the proposed key staff, particularly with technology implementation
 - Commitment from a senior official at the vendor's company that the key management staff who are proposed shall be assigned to this project, and that their assignment is proposed for the duration of the project. SCCOG Transit requires that any person designated as key for the project may not be removed or replaced without the prior concurrence of SCCOG Transit. Should any key staff have to be replaced, SCCOG Transit reserves the right to approve of any replacement staff.
- c. **Team Composition** - This section shall address any proposed teaming or subcontract arrangements. The interrelationship of all participant firms shall be included with respect to experience, capabilities and task assignments. If subcontractors are proposed, a clear statement of commitment signed by an authorized official of the subcontractor must be included. The commitment shall include a definitive statement of the services to be performed.

8. Vendor Qualifications

Please respond to the following for the prime contractor and any subcontractors:

1. Location of headquarters office.
2. Location of nearest office to Trinidad, Colorado
3. How many years has the firm been in business, and how many years has it been selling and installing paratransit software, MDC/MDTs?
4. Numbers of staff broken out by management, sales, programmers, analysts, and other support staff.
5. Any pending litigation regarding any aspect of the technology? If so, please describe.
6. Ownership structure.
7. Please supply financial data for your company so that SCCOG Transit can determine the financial strength of the firm.
8. How many paratransit software, MDC/MDT/SMARTPHONE installation has the vendor installed? Please list all installations with the paratransit software to include: system name, number of vehicles, contact, and telephone number.
9. How many MDC/MDT/SMARTPHONE installations has the vendor performed with the paratransit software? Please list all installations, to include: system name, number of vehicles, contact, and telephone number.
10. Please provide a management plan for this project to include responsibilities and resumes of all staff that will be working on the project. SCCOG Transit places an emphasis on management plans that have on-site staff with extensive experience.

8A. Experiences/References

1. Please Describe in Detail the Following:

List **all** (see Note below) installations of the combination of software and MDC/MDT/SMARTPHONES (using the vendors proposed by the firm) including the following:

- Name of the client and a contact person
- Date of installation
- Software installed with
- Number of daily one-way trips for both demand and standing order
- Any installation issues
- Custom features or extensive report capabilities

List **all** installations of software and MDC/MDT/SMARTPHONES with any vendor as described above.

Please note: Failure to list all installations of the combination of software and MDC/MDT, MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL. SCCOG Transit will conduct a field visit(s) at site(s) of its own choosing to observe the combination of technologies in a real live setting. SCCOG Transit will observe, meet with management, dispatchers, and drivers.

8B. What Were the Major Issues Involved in Each Installation?

1. Was the installation successful from the client's perspective? From the vendors perspective?
2. Is the system your firm installed still in use?

EXHIBIT 1: FEDERAL REQUIREMENTS AND SPECIAL CONDITIONS for TECHNOLOGY GOODS and SERVICES

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 (15), dated October 1, 2008; 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.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:

"BIDDER" AND "CONTRACTOR"

"PURCHASER" 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

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Purchaser agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract (Public Law 102-141).

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 \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions 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 Exhibit 4 (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 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.

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

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

- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

(5) **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.

(6) **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.

(7) **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. §§ 201 *et seq.*, and any amendments to these laws.

(8) **Other Nondiscrimination Statutes.** The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Contract.

(9) 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. CDOT and SCCOG have an overall annual goal for the FTA programs CDOT administers for FFY 2010 of 5%.

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 **Department** 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 **Department**. In addition, [the contractor may not hold retainage from its subcontractors.] [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.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Department and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

d. The contractor must promptly notify the **Department** 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 **Department**.

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. § 7414 as amended and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to comply with the applicable requirements of section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Recipient agrees to implement each air quality mitigation or control measure incorporated in the Project. The Recipient further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(c) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

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 \$100,000 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 42 U.S.C. subsection 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994, FTA statutory requirements on environmental matters at 49 U.S.C. section 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq. and joint FHWA FTA regulations, "environmental Impact and Related procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision-making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the 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 subsequent applicable Federal directives that may be issued, 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 \$100,000) 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 July 24, 1995 small purchases (under the \$100,000 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 (Exhibit 5 or 6) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.

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 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 Government wide Debarment and Suspension (Non-procurement)," 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 SCCOG. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to SCCOG, 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 Owner 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 sub-agreement, lease or third party contract.

The Owner 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 Exhibit C (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 Colorado Department of Transportation (CDOT). All protest requests and decisions must be in writing. Reviews of protests by CDOT 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 CDOT 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).

23. Patents and Rights in Data

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) 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, 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.

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 section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued.
(*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 to:

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.

EXHIBIT 2: Certification of Compliance with Requirements for the Participation of Disadvantaged Business Enterprises (DBEs)

The bidder hereby certifies that it will comply with the requirements 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 certification must be completed to be eligible for award.

DATE _____

SIGNATURE _____

TITLE _____

FIRM _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

EXHIBIT 3: Certification of Primary Participants Regarding Debarment, Suspension, and Other Responsibility Matters

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.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

EXHIBIT 4: Certification Of Restrictions On Lobbying

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

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into 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 \$100,000 for each such failure.

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

The Contractor, _____, certifies 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 _____

EXHIBIT 5:

**CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA REQUIREMENTS**

(To be submitted with all bids for goods exceeding \$100,000. A bid, which does not include this certification or the certification under Exhibit 10, 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 _____

Exhibit 6:

**CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA REQUIREMENTS**

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Exhibit 9, 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 _____

LACRC Billing

DATE	Time	CLIENT'S NAME	PICKUP ADDRESS	DROP OFF ADDRESS	DRIVER	TYPE	CODE	W/C	UNITS	BILL
------	------	---------------	----------------	------------------	--------	------	------	-----	-------	------

Billing reports with this information.

Date	Time	Form?	Client	Pick Up	Drop Off	Driver	Units	Bill	Medic Number
------	------	-------	--------	---------	----------	--------	-------	------	--------------

Medicaid billing report