

PART 1

SOLICITATION, GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS



REQUEST FOR PROPOSALS

APTS-21-S-RFP

**Intelligent Transportation Systems (ITS)/Technology Solutions
for Public Transit**

Proposals to be Received by 5:00:00 p.m., Eastern Time

June 4, 2021

Submit Proposals to:

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Advanced Public Transportation Systems

Procurement Services Request for Proposals Transit Software, Services, Advanced Technology

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Acronym Definitions

AA	Affirmative Action	iOS	Apple Operating System used on Apple products
ABC	Automatic Bicycle Counter	IRS	Internal Revenue Service
ADA	American with Disabilities Act	ITS	Intelligent Transportation Systems
ADEA	Age Discrimination Employment Act	KPI	Key Performance Indicators
AM	Grading scale of a company's financial strength and financial future	LCD	Liquid Crystal Display
APC	Automatic Passenger Counter	MDT	Mobile Data Terminal
API	Application Programming Interface	MOB	Minority Owned Business
APTS	Advanced Public Transportation Systems Procurement Services	OBD	Onboard Diagnostics
AVA	Automatic Voice Annunciation	OMB	Office of Marketing and Budget
AVL	Automatic Vehicle Location	PA	Public Address System
BAFO	Best and Final Offer	PPI	Producer Price Index
CAD	Computer Aided Dispatch	PTASP	Public Transportation Agency Safety Plan
CFR	Code of Federal Regulations	PTT	Press to Talk
CPA	Certified Public Accountant	RFI	Radio Frequency Interface
CUTR	Center for Urban Transportation Research	RFP	Request for Proposal
DBE	Disadvantaged Business Enterprise	SDB	Small Disadvantaged Business
DH	Deutsche Post DHL Group	SDVO	Disabled Veteran Owned Small Business
DOT	Department of Transportation	SMS	Short Message Service
Droid	Digital Record Object Identification used on Android products	SQL	Structured Query Language
EEO	Equal Employment Opportunity	TTS	Text to Speech
FDOT	Florida Department of Transportation	TVM	Ticket Vending Machine
FEDEX	Federal Express	USB	Universal Serial Bus
FM	Frequency Modulation	USC	United States Code
FTA	Federal Transit Administration	VLU	Vehicle Logic Unit
GFI	General Format Identifier	WLAN	Wireless Local Area Network
GPS	Global Positioning System	Wi-Fi	Wireless communication
GTSP	General Transit Feed Specifications	WOB	Women Owned Business
HD	High Definition	XML	Metalanguage to display documents
ID	Identification		

Florida Department of Transportation (FDOT) / Advanced Public Transportation Procurement Services (APTS) Program Request for Proposals for Intelligent Transportation Systems (ITS)/Technology Solutions for Public Transit

I. Statement of Intent

FDOT/APTS is requesting proposals from responsible firms or teams to provide ITS and associated technology solutions that will improve and/or enhance transit system operations, safety, and maintenance functions with expanded capabilities. New systems and equipment shall be able to fully integrate with existing systems to the maximum extent possible into a complete, comprehensive ITS system at various public transit agencies throughout the state of Florida. FDOT/APTS reserves the right to select one or all, of the license software and services that best meets the needs of Florida transit agencies, capabilities, and budget. All products, software or other items proposed shall be available throughout the term of this purchasing agreement. Multiple awards may be issued as a result of this RFP to ensure that resultant agreement(s) fulfill both the current and future needs of Florida's transit agencies. Following award of the initial year, FDOT/APTS will have an option to extend agreements executed in response to this RFP for four succeeding years and any optional purchasing agreements shall be subject to the same pricing, terms and conditions of the original agreement. Future year pricing adjustments may be requested based upon the pricing index detailed below.

Note: public transit agencies that may purchase technology solutions through the purchasing agreements established in response to this RFP may be utilizing grant funds received from the Federal Transit Administration (FTA) or FDOT. As such, federal requirements will include but are not be limited to; FTA's Third-Party Procurement Circular 4220.1F, and other Federal requirements, including the terms established in FTA's Master Agreement, and the 2021 Annual Certifications.

Proposals shall include project management, travel, shipping costs, training, integration, where required, installation and acceptance testing.

II. RFP Timeline

RFP Release Date: April 23, 2021

Deadline for questions to be submitted via email to the APTS Program Manager (wmayer@cutr.usf.edu) using the Request for clarification form on page 94: May 7, 2021

Pre-proposal meeting: May 17, 2021 at 09:00 on TEAMS.

Meeting Information:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 813-694-2079,,906979416#](#) United States, Tampa

Phone Conference ID: 906 979 416#

[Find a local number](#) | [Reset PIN](#)

Proposals Due Date: June 4, 2021

This timetable is for the informational purposes of the submitting entities. These dates are subject to change. However, in no event shall the deadline for submission of the proposals be changed except by written modification from FDOT/APTS.

III. Overview

3.1 Background

There are currently more than 300 public transit systems in the state of Florida. They consist of large to small fixed route systems, large to small paratransit (on demand) systems, human services providers, and systems that combine all of these. FDOT/APTS is facilitating this procurement process, however, final agreements will be between the vendor and each purchasing agency.

3.2 Transit System Existing Intelligent Transportation System Technologies

The following technology solutions are currently being utilized by Florida's public transit agencies. Proposers shall be capable of integrating these systems into a fully integrated intelligent transportation system solution.

3.2.1 Video Surveillance System

- HD mobile recorder, high resolution HD 1920 X 1080 cameras installed in fixed route vehicles, trolleys, and paratransit vehicles.
- Accelerometer to detect hard braking and collisions.
- Automatic downloading through garage WLAN system
- Passenger counting over video capability.
- Capability to send video system maintenance fault code to an AVL/CAD system.
- Capability of receiving AVL driver ID login to provide driver ID and route ID with downloaded video clips.
- Integration expectation – Utilize data from accelerometer hard braking and collision events integrating into reports, automatically flagging video events and live look-in integration with AVL driver emergency button, integration of passenger counting over video to consolidate data with automatic passenger

counter, driver and route ID's from AVL login used to identify downloaded video clips.

3.2.2 Ruggedized Router

- Fixed route vehicles, trolleys, demand response vehicles and other transit vehicles.
- Enable communications for Wi-Fi to bus riders, cellular to AVL, and wireless communications required to upload/download files, dispatch, and video.
- Integration expectation – Use of this router with new vehicle installed AVL systems, Wi-Fi, and integration with other vehicle-on-board systems.

3.2.3 Electronic Validating Farebox with (magnetic ticket reader/issuer machine)

- Fixed route vehicles, trolleys, and demand response vehicles and other transit vehicle.
- Integration expectation – Proposed fare collection solutions such as mobile ticketing, smart cards, and financial transaction reporting, etc.

3.2.4 Ticket Vending Machine (TVM)

- At transfer stations, terminals, and major hub locations.
- The TVM internal CPU is connected through Ethernet to the Agency network.
- Ethernet connection enables agencies to obtain limited reports utilizing a provided application. Reports are limited to individual transactions and total transactions within a defined period.
- Integration expectation – Proposers should address integration options with other proposed fare collection options, such as consolidated financial transaction reporting.

3.2.5 Paratransit Management System

- Vehicles utilized are demand response vehicles and other transit vehicles.
- Cloud based system, SQL server, or agency-based server enabling agencies to schedule para-transit service with registered clients. Installation must be compatible with tablets or mobile data terminals (MDTs) and must interface with CAD/AVL system.
- The system enables agencies to schedule client transportation, automatically assign paratransit work to operators and make necessary last-minute changes to operator assignments. The system provides mileage reports, passenger reports, dead-head reports, fare, breakdowns, no-shows, and service utilization reports.

- Provides an account-based payment, smart card, pass, or other payment system for the para-transit service.
- Transit support staff key transactions to accounts when clients schedule para-transit service.
- The account-based and other payment systems also provide periodic revenue reports and account balance reports.
- Automated tablets or MDTs that interface with cloud-based server through a built-in cellular modem, radio, or other information transfer system. The tablets enable drivers to receive daily and updated work manifests, GPS map directions, and the ability to send and receive text messages from transit support staff.
- Integration expectation – Integrate with single-point log in for the operator. Ridership and fare collection reports should also be integrated within the proposal’s reporting system. Also integrate the account-based payment system within the proposed mobile app portion of the Proposer’s solution.

3.2.6 Automated Fuel Management System

- Cloud based system, browser base SQL server, or agency-based server integrated bus fuel and fluids management system to interface with a SQL server residing at the transit Agency. This will be an automated fuel management system that authorizes, and tracks fluids dispensed into transit system vehicles.
- The system will integrate with fuel storage tank monitoring systems to consolidate tank product quantities and provide inventory, leak test and alarm reports.
- The system will perform automated downloads of vehicle IDs, mileages, and vehicle component maintenance codes.
- The fuel management system uploads vehicle ID, fluids dispensed and mileage data into maintenance management software.
- Integration expectation – Integrate to obtain maintenance data required for other proposed solution database reporting as needed.

3.2.7 Passenger App

- App will feed existing AVL server XML data.
- App will be supported on both ANDROID and iOS devices.
- Integration expectation - providing immediate information from the CAD/AVL on temporary changes in transit service such as detours, route changes, etc.

3.2.8 Radio Communications System

- Fixed route vehicles, trolleys, and demand response.
- 800 MHz, Cellular, and FM system
- Integration Expectation – Integration with the proposed AVL system to provide a closed-loop communication system controlled by agency central dispatch.

3.2.9 Maintenance Management Software

- Cloud based system or browser base SQL server with access from agency network workstations.
- This system manages maintenance department repair work orders, preventative maintenance scheduling, parts inventory management, both vendor and agency part numbers, and leased tire management.
- Integration Expectation – The ability to capture work requests generated by an automated pre-trip system and the ability to auto-populate work orders for approved work requests.

3.2.10 Payroll Management System

- Cloud based system or browser base SQL server will provide payroll timekeeping and attendance, employee information database, payroll deductions, IRS required deductions and filings, etc.
- Browser based access.
- Integration Expectation – Data integration enabling accurate time keeping for vehicle operators.

3.2.11 Hazard Detection Systems

- Fixed route vehicles, trolleys, demand response vehicles and other transit vehicles.
- Collision avoidance
- Pedestrian warning and recognition
- Lane departure
- Integration Expectation – Integrate with vehicle turn signals, automated stop announcements, and vehicle exterior speakers.

3.2.12 Fixed Route Scheduling System

- Cloud based system or browser base SQL server communications enabling scheduling of driver assignments, driver manifest, trip schedules, automatic trip status updates, GPS vehicle location, and directions both by visual mapping and audible turn-by-turn based on vehicle tracking (AVL).

- Provide vehicle start and ending mileage, daily run productivity, and on-time performance.
- Integration Expectation – Integrate with a complete run-cut solution with an option for full flexibility in meeting best practice and labor rules.

IV. General Conditions

The following data is intended to form the basis for submission of proposals to provide ITS/Technology Solutions for Florida’s transit agencies. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

All materials submitted pursuant to this RFP shall become the property of FDOT/APTS Program.

To the extent permitted by law, all documents pertaining to this RFP shall be kept confidential until the proposal evaluation is complete, and a recommendation submitted to FDOT. No information about any submission of proposals shall be released until the process is complete, except to the members of the APTS Evaluation Committee. All information provided shall be considered by the APTS Evaluation Committee in making a recommendation to enter into an agreement with the selected Proposer(s).

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **via email by 5:00PM Eastern Time May 7, 2021 by using the Request for clarification form on page 94**. Questions shall be submitted via email to wmayer@cutr.usf.edu FDOT/APTS is not responsible for oral interpretations given by any agency employee, representative, vendor, proposer, or others. No communication with agencies or others will be considered valid relative to this proposal. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, APTS will post them to the Florida TRIPS website at www.tripsflorida.org. Submitting proposers are strongly encouraged to view this website often to see if addenda are posted. Failure of any Proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda issued shall become part of the contract documents.

FDOT/APTS reserves the right to:

- a. Accept or reject any and/or all submissions of proposals.
- b. Waive irregularities, informalities, and technicalities; and

- c. Accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of Florida Public Transit agencies. FDOT/APTS shall be the sole judge of the proposals, and the resulting negotiated agreement that is in the Florida agencies best interest, and its decision shall be final. FDOT/APTS also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information FDOT/APTS deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

Included in this RFP is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether the Proposer intends to use subcontractors and/or suppliers from one of the defined groups. Proposers are advised that FDOT/APTS tracks such use, but it does not influence or affect evaluation or award.

Subsequent to the APTS Evaluation Committee's review and recommendation of a firm(s), FDOT's approval is required before the final contract may be executed.

All expenses for making a submission of proposal shall be borne by the submitting entity.

Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to FDOT/APTS for the services set forth in the RFP until one or more of the submissions have been duly accepted by FDOT/APTS.

NO CONTACT POLICY: After the posting of this solicitation to the Trips Florida website, any contact initiated by any Proposer with any FDOT/APTS representative concerning this proposal is strictly prohibited, unless such contact is made with the representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the Proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

INCLEMENT WEATHER: During periods of inclement weather, FDOT/APTS will enact the following procedures regarding solicitations and weather delays:

If FDOT/APTS offices are closed due to inclement weather or other unforeseen event on the date that proposals are due, all solicitations due that day will be moved to the next operational

business day. FDOT/APTS shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

V. Scope of Service

5.1 Overview

This section defines the minimum functional and performance requirements for deployment of ITS/Technology Solutions for Florida's transit agencies.

The Proposer(s) shall design, implement, support, integrate, and maintain new and existing technologies within Florida's public transit agencies for the purpose of improving safety and operation. Vehicles include fixed route, trolleys, demand response vehicles and other transit vehicles. The proposer may be required to perform the following tasks for transit vehicles, operations, maintenance, and administration.

- Proposer(s) shall collaborate with agency to develop a quote and determine final cost for installation and integration of products prior to P.O. issuance.
- Procure hardware, software, and licenses if required, for transit vehicles, operations, maintenance, and administration.
- Installation and maintenance of system, including hardware and software.
- Provide maintenance, support, and support personnel for both new and legacy equipment.
- The Provider may be required to provide, maintenance, support, and support personnel when integrating with legacy equipment and systems.
- Integrate systems and hardware (including new and existing), and implementation into a secure web-based site(s) accessible to specific transit agencies personnel.
- Provide transit agency personnel training.
- Provide manuals and warranties for the system(s)
- Assist in the development of administrative procedures, performance statistics, and financial records.
- Assist in the development of methods to maximize service efficiency.

5.2 Base items and options

Intended base contract items are **bold and underlined** below and must be included within each tier proposed. All other items shall be offered as "options" for purchase throughout the contract term as funding becomes available. Proposals shall provide details of other systems and capabilities not mentioned in this proposal.

Each tier shall include base items identified in that tier and a minimum of 50% of optional items identified for that tier. Successive tiers shall include all base items identified and 50% of optional items of all previous tiers.

❖ Tier 1 Paratransit and Small Rural System

Fare revenue reporting

Ridership reporting

- Automatic Vehicle Location and Computer Aided Dispatch (CAD/AVL)
- Single point vehicle log-in (AVL, AVA, Farebox, Destination Sign, etc.)
- Video surveillance system integration

Fare collection/payment solution

- Pedestrian recognition / warning system
- Paratransit management system
- Automated pre/post-trip system

❖ Tier 2 Small to Medium System with Fixed Route and Paratransit

- Automatic voice annunciation (AVA)

Automatic passenger counter (APC)

Real-time passenger information system (mobile app, SMS messaging and website solution)

- Fixed route “run-cut” scheduling system
- Passenger complaint/commendation tracking and reporting system
- Maintenance management system

Operational reporting

Incident reporting

- Garage WLAN
- Centralized AVL database control system (facilitates local updating for route and schedule changes into the AVL system)
- Automatic bicycle counter (ABC)
- Vehicle Telematics connectivity
- Collision avoidance system (Lane departure, forward collision warning, pedestrian warning, blind spot detection)

❖ Tier 3 Medium to Large System with Fixed Route and Paratransit

- Yard management system
- Automated Vehicle Monitoring option
- Automated fuel management system

- On-board infotainment system
- Transit center bus bay real-time electronic signage
- Transit center real-time informational electronic displays
- Payroll management system
- Bus stop electronic signage (super stops and select bus stops)
- Passenger Wi-Fi
- Open data exports and reporting

The proposer should determine all necessary software, hardware, integration with legacy and proposed systems, training, and services needed to maximize the proposals technical specifications. All components used to provide the capabilities claimed in the responses to these requirements should be listed along with their cost in the pricing section of the RFP. Costs associated for integration with existing systems and proposed sub-proposers must be included. **All responses to system requirements below shall be based on the product versions currently available as of the proposal response date. Exceptions to current versions should only involve customizations needed to meet technical specification requirements.**

FDOT/APTS considers this document and the Proposer responses to all the requirements to be legally binding. Proposer responses, capabilities of the software and hardware package(s), and the corresponding pricing sheets associated with units proposed will become a part of the final agreement.

To ensure accurate representation of the Proposer’s package, Proposers should seek clarification of any requirement they do not fully understand as outlined in Section V – Scope of Work. Misunderstandings resulting in an improper response to this RFP will not be considered a valid reason to fail to supply all features indicated.

The awarded proposer(s) is responsible for all equipment installation, training, and system integration.

Please respond to every requirement listed in the “checklist” format below using the following coding in the vendor response column.

- **Y = Yes**

This is a standard feature provided by the integrated system - either from the Proposer or a partnered sub-Proposer. This feature requires NO additional equipment, routines and/or programs, user programming, use of a report writer, or query facility.

- **N = No**

This is not a standard feature provided by the integrated system, either from the Proposer or a partnered sub-Proposer. This feature cannot be obtained through any means available

to the Proposer. We are unable or unwilling to modify the product (and still maintain support for the product, future upgrades, etc.) to provide this feature.

- **A = Available**

This is not a standard feature provided by the integrated system. However, the Proposer is willing to pursue customizing to include this feature. If customization is done, the Proposer will continue to support the customized system including supplying updates of related software maintaining the custom features. Items marked “Available” should include an estimate of the effort required to include in the system, to maintain and upgrade, when necessary. The estimate should include a numeric estimate of the number of labor-hours required to accomplish the change. Proposers shall supplement the effort estimate with a cost estimate if there is a charge for it in addition to the fixed price submitted by the Proposer in their pricing.

Comments: The “Comments” section can be utilized to show whether the package is amended by query, report writer, customized code, etc. to meet the requirements.

5.3 System Requirements

On-Board Systems	
5.3.1 Vehicle Logic Unit	Vendor Response
Any proposed vehicle logic units (VLU) should serve as the computing platform for all vehicle onboard ITS functionality	
Vehicle Intelligent Transportation Systems, those installed as proposed and existing systems.	
The VLU and all proposed equipment installed on transit vehicles must be ruggedized and specifically designed to operate long term in a harsh transit bus environment, e.g., extreme ranges in temperature and humidity, bus vibrations, shakes and jars, etc.	
The VLU shall include an embedded cellular modem or external modem compatible with agency selected cellular service provider. The modems shall have the ability to utilize most modern and legacy wireless data connections, higher capacity, Agency data connections when available, and automatically switchover to lower bandwidth networks (3G, 2.5G, 2G, etc.) when higher bandwidths are not available.	
The modems shall have the ability to utilize most modern and legacy wireless data connections, higher capacity, Agency data connections when available, and automatically switchover to lower bandwidth	

networks (3G, 2.5G, 2G, etc.) when higher bandwidths are not available.	
The VLU should include an embedded or external GPS receiver.	
The VLU should control audio to interior and external speakers.	
The solution shall provide a discrete driver’s button to alert Dispatch of an emergency.	
The VLU shall utilize non-volatile storage so a power supply is not required to retain any performance data and not malfunction or corrupt data due to voltage fluctuations or power interruptions such as shutting the bus main battery switch to off.	
The VLU shall automatically turn on when the vehicle is powered up and shall shut down at agency configurable time after the vehicle is shut down.	
Comments:	
5.3.2 Automated pre-trip system	Vendor Response
The solution shall propose a portable device for each revenue vehicle enabling an operator to easily and quickly, log in with ID, vehicle number, and perform DOT vehicle pre-trip inspections. The system must identify the operator and verify an actual “walk-around” was performed and systems were checked for proper function. The system must provide reports to management for pre-trip compliance and defect work requests to maintenance managers.	
Comments:	
Management approved defect work requests should be designed to automatically upload into the maintenance management system and auto-populate data fields on a work order.	
Comments:	
5.3.3 Single point log-in and Operator’s Interface Device	Vendor Response
The proposed system shall enable a bus operator to simultaneously log-in to the AVL/GPS, fare collection system, destination sign, Automatic Passenger Counter (APC), Automatic Bicycle Counter (ABC), and other installed integrated transit technology systems. This system shall also enable the operator to interface with the AVL system for assigned vehicle runs.	

Comments:	
Maintenance personnel shall have the ability to log-in to the system using the operator’s interface device to access on-board AVL system diagnostic functionality and perform preventative maintenance tasks with the use of maintenance personnel’s unique login ID and password.	
Comments:	
The system shall allow an operator to login to only one vehicle at a time.	
Comments:	
The operator’s interface device shall provide the vehicle operator assigned route turn-by-turn directions on multiple platform-style maps and an easily recognizable means for the operator to monitor if they are running early, late or on time based on their run schedule.	
Comments:	
The operator’s interface device shall provide a quick and easy means, such as the pressing of one button, of reporting that a passenger using a wheelchair has been loaded and has refused use of on-board wheelchair passenger restraint device. Use of this feature shall provide time-stamped reports to management.	
Comments:	
5.3.4 Automatic Voice Annunciation (AVA)	Vendor Response
An automatic voice annunciation (AVA) system shall be proposed that meets or exceeds all American with Disabilities Act (ADA) requirements found at 49 CFR 37.167 and 38.35.	
Comments:	
The AVA system shall automatically provide audible and visual announcements to the vehicle interior. The proposed system shall include new vehicle mounted speakers to replace those with the old system. Seven (7) speakers in buses, five (5) in cutaways.	

Comments:	
<p>The AVA system, at a minimum, shall make the following audible and visual announcements to the interior of the vehicle:</p> <p>Transfer points with other fixed routes</p> <p>Major intersections and destination points (chosen by agency staff)</p>	
<p>Intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location</p> <p>Super-stop arrival</p> <p>Stop request upon activation of the vehicle stop request system, and shall automatically reset upon the passenger doors opening</p> <p>Custom public information announcements created by agency staff at specified stops, specified non-stop locations, on demand by the operator, or as programmed by locations, and any combination of the above mentioned.</p> <p>Date and time (visual display only, configurable to 12-hour and 24hour format)</p> <p>The Proposer must provide system updates to meet any future announcements required by the ADA (within the capability of their system).</p>	
Comments:	
<p>The AVA system shall make route and destination audible announcements to the vehicle exterior when the passenger doors open.</p>	
Comments:	
<p>The AVA solution shall provide software enabling agencies staff to create ADA route announcements, make changes to route announcements and develop custom public information announcements. The software shall also enable agency staff to upload announcements, changes, and custom announcements through the garage WLAN system and, alternatively, via USB flash drive.</p>	
Comments:	

<p>The solution must provide for all AVA system files and version updates to be uploaded in vehicle equipment through a WLAN system or direct download.</p> <p>Alternatively, agencies shall be able to perform data uploads by directly connecting a USB flash drive to the on-board VLU. Uploaded schedule/run files shall have an effective date.</p>	
<p>Comments:</p>	
<p>The solution shall provide a means to push/upload immediate, short duration, custom announcements on the bus and the real-time passenger information system (route detours, etc.). These files shall have a configurable effective and ending date.</p>	
<p>Comments:</p>	
<p>The AVA system shall include automatic volume control for both interior and exterior announcements. The system shall monitor ambient noise and dynamically adjust audio volume to an appropriate level determined by agencies. Agencies maintenance personnel and supervisors shall be able to easily adjust volume controls on independent vehicles; operators shall not be able to adjust AVA system volumes.</p>	
<p>Comments:</p>	
<p>The AVA system shall support English and Spanish as well as additional languages. Additionally, the system shall be configurable in the central software system to play all or any one language.</p>	
<p>Comments:</p>	
<p>The operator shall easily enable an AVA repeat of the next stop announcement for both vehicle internal and external announcements.</p>	
<p>Comments:</p>	
<p>The Proposer shall describe how next stop audio and visual announcements are triggered and how agencies shall have the in-house capability to adjust trigger locations.</p>	
<p>Comments:</p>	

In the event a vehicle is operating off-route (an unauthorized route), the AVA system shall automatically disable. Once the vehicle returns to the route, the system shall automatically resume announcements without operator interaction.	
Comments:	
Proposals must describe how the AVA system adjusts and continues AVA announcements when a vehicle is on an authorized route detour.	
Comments:	
The proposed AVA system should have the capability to playback audio and display any public announcements using text to speech (TTS) sent by a dispatcher.	
Comments:	
5.3.5 Public Address System (PA)	Vendor Response
The proposal shall include a public-address capability to enable the operator to make manual audible announcements to the interior, exterior, or both by pressing a push-to-talk (PTT) button on the microphone or bus floor switch.	
Comments:	
The AVA system shall support configuration priority of PA system or AVA announcements when both are simultaneously active.	
Comments:	
The vehicle operator shall have the ability to adjust the PA volume.	
Comments:	
5.3.6 Automatic Passenger Counter (APC)	Vendor Response
The Proposer shall provide an APC solution that accurately counts passengers, both ambulatory and passengers using wheelchair, boarding and alighting through all doors in fixed route vehicles.	
Comments:	

The APC shall be capable of accurately counting successive passengers walking as close together as is practical, both for one behind the other or side by side.	
Comments:	
The APC shall distinguish between and provide reports on wheelchair users and ambulatory passengers.	
Comments:	
The APC shall not count an individual who reaches into the doorway passage (such as a supervisor) and shall not miscount a passenger who is swinging their arms while passing through the doorway.	
Comments:	
The APC shall not separately count objects carried by passengers such as shopping bags.	
Comments:	
The APC solution shall address integration of Video passenger counting over video capability to verify/supplement APC passenger counts.	
Comments:	
5.3.7 Automatic Bicycle Counter	Vendor Response
The Proposer shall provide an automatic bicycle counter solution to provide an accurate count of bicycles placed on the bicycle rack.	
Comments:	
5.3.8 Automatic Vehicle Monitoring /DATA Logger	Vendor Response
The proposed solution shall provide for an automatic vehicle monitoring option that provides reports on vehicle maintenance health and real-time alerts for select maintenance codes.	
Comments:	
The proposed solution shall provide the option to integrate with the existing fuel management system to obtain vehicle maintenance codes required for data integration with provided systems mentioned within	

these specifications, such as obtaining data for incident reports and operator driving behavior reports.	
Comments:	
5.3.9 Vehicle Telematics Connectivity	Vendor Response
The proposed technology solution MUST provide for vehicle direct link to maintenance system. All vehicle chassis connections shall be plug and play. Cutting or splicing into OEM chassis harness is prohibited.	
Comments:	
5.3.10 Vehicle Header Sign (Destination Sign) Integration	Vendor Response
The proposed solution should provide a means to integrate destination sign codes with the AVL system. Code changes associated with routes shall automatically upload to fixed route vehicles through the garage WLAN system.	
Comments:	
5.3.11 On-Board Infotainment System	Vendor Response
The proposed technology solution shall include an infotainment system for all fixed route heavy-duty buses.	
Comments:	
The proposed system shall provide two flat screen displays mounted in agency approved locations within each heavy-duty bus. Size and type will be determined by the individual agency.	
Comments:	
The infotainment system shall display current route progression preferably on a digital map, agencies generated public service slide presentation announcements, and information videos produced by agencies or provided to agencies by third parties for viewing by riders.	
Comments:	
The infotainment system shall also have the capability of integrating with the existing surveillance system to periodically display current internal camera views.	

Comments:	
The infotainment system shall integrate video presentation audio through the bus internal speaker system. AVA announcements shall override infotainment audio.	
Comments:	
The solution shall provide a central software package enabling agency staff to develop and edit infotainment viewing content. The software package shall also enable the uploading of infotainment files through a WLAN infrastructure and, alternatively, via a USB flash drive.	
Comments:	
5.3.12 Passenger WIFI	Vendor Response
The proposed solution shall include passenger Wi-Fi for all fixed route, demand response, and human services fleets.	
Comments:	
Proposals shall also offer Internet use agreement splash page and web site filtering to prevent access to inappropriate content through a public Wi-Fi system.	
Comments:	
5.3.13 Fare Collection Solution	Vendor Response
Proposals shall include a fare collection and reporting solution with the full range of media options. The proposed solution shall include fare collection on both fixed route and demand response vehicles. Examples include electronic validating farebox for U.S. coins and bills, account based mobile ticketing, debit/credit, near field communications, account-based proximity card, smart cards, etc. To the maximum extent practical, all media other than U.S. cash should be account based, meaning that funds for bus fares shall reside in an account rather than on the media itself.	
Comments:	

<p>The fare collection solution must provide that all fare media, whether involving cash, stored value proximity/RFI cards, near field communications, mobile device or other media is validated through vehicle installed hardware and software and does not require validation by the vehicle operator.</p>	
<p>Comments:</p>	
<p>The fare solution shall include remote kiosk options for purchase of fare media at the transit center and select bus stop locations. Kiosk hardware must be designed to include security features that prevents unauthorized removal or access to internal components and prevents installation of card-skimming devices. A web-based application must be included to capture and integrate financial data and kiosk maintenance health monitoring. The solution shall also provide secure connectivity options for credit/debit card transactions and allow software updates and system troubleshooting by the agency. Updates required to maintain compliance with debit/credit card encryption shall be the responsibility of the Proposer for the design life of each unit. Design life should be at least twelve (12) years.</p>	
<p>Comments:</p>	
<p>Debit/Credit card transactions must include current encryption and security technology to prevent compromise of customers' debit/credit card information. The proposed solution must also be designed to enable quick transactions and boarding of the bus without delays from electronically processing financial transactions.</p>	
<p>Comments:</p>	
<p>The fare collection solution shall include a fare capping option to provide riders the best value in using the transit system.</p>	
<p>Comments:</p>	
<p>Proposals must provide comprehensive means of capturing ridership and providing database reporting for ridership and revenue on consolidated reports.</p>	
<p>Comments:</p>	

5.3.14 Voice Radio Communication Integration	Vendor Response
<p>The proposed solution shall provide a “closed loop” communication system by integrating the proposed CAD/AVL system with agency existing FM radio or other communications equipment. The proposed system should enable a dispatcher to control who can listen in on radio transmissions. Additionally, the system should enable dispatch to covertly listen in to bus/vehicle conversations when the AVL emergency alarm has been activated.</p>	
<p>Comments:</p>	
5.3.15 Pedestrian Warning System	Vendor Response
<p>The proposal shall provide an automatic pedestrian warning system option to warn pedestrians as the vehicle is making a turn. The system must be designed to be reliable and prevent false warnings and repeat warnings.</p>	
<p>Comments:</p>	
<p>The pedestrian warning system shall allow for agency configurable settings to adjust the audio volume based upon time of day.</p>	
<p>Comments:</p>	
Central Systems and Reporting	
5.3.16 Computer Aided Dispatch and Automatic Vehicle Location (CAD/AVL)	Vendor Response
<p>The CAD/AVL proposed system may be browser based on-site SQL server, cloud based, or other available technology. If the server is to be located on premises, then Proposers must provide the required hardware.</p>	
<p>Comments:</p>	
<p>The system must support local workstations and remote access by agency, provided, ruggedized mobile computers/tablets/devices used by road supervisors and maintenance shop trucks.</p>	
<p>Comments:</p>	

The CAD/AVL shall maintain all data received from the fleet and dispatcher activity and make it available for historical reporting and viewing.	
Comments:	
The CAD/AVL shall monitor all vehicles powered-on (fixed route, trolleys, and demand response vans) and all operational data associated with the vehicle and vehicle operator. The CAD/AVL should also display the last known location of vehicles powered-off.	
Comments:	
The CAD/AVL shall correlate the operational data for each vehicle and operator and provide multiple views of this information to simplify the management of the fleet and operators.	
Comments:	
The CAD/AVL shall provide for management of user preferences and rights by user.	
Comments:	
The CAD/AVL displays should include on a digital map as the basis for route system display. Proposals shall detail how maps are updated.	
Comments:	
CAD/AVL maps should allow the user the following features at a minimum:	
<ul style="list-style-type: none"> • Display of road network. 	
<ul style="list-style-type: none"> • Route path display for a single route and multiple routes. Multiple routes must be distinguishable from each other 	
<ul style="list-style-type: none"> • Vehicle icon, direction of travel, and vehicle status 	
<ul style="list-style-type: none"> • Road distance tool. 	
<ul style="list-style-type: none"> • User configured filters of what information to display for a vehicle 	
<ul style="list-style-type: none"> • Find a vehicle based upon user defined criteria 	
<ul style="list-style-type: none"> • Find closest supervisor to a vehicle 	
<ul style="list-style-type: none"> • Track a vehicle 	
<ul style="list-style-type: none"> • Viewing of time-points on routes 	

<ul style="list-style-type: none"> • Viewing of stops on routes 	
<ul style="list-style-type: none"> • Viewing of vehicles schedule adherence. 	
<ul style="list-style-type: none"> • Entering and displaying detours 	
Comments:	
The system shall provide dispatchers the ability to manually logon a vehicle operator.	
Comments:	
The CAD/AVL system should provide means of text messaging between dispatch and the operator. Text messaging should provide for canned and custom messages and responses. The system shall also provide for text to voice technology enabling dispatchers to text a message that an operator should hear in a vocal format.	
Comments:	
The CAD/AVL shall have the capability of displaying route and schedule adherence information for dispatchers.	
Comments:	
The CAD/AVL shall provide dispatch alerts such as a pop-up message whenever a bus goes off route or has not moved for agencies configurable and selectable periods of time.	
The CAD/AVL shall provide capabilities, displays and tools for headway visualization and a means of displaying vehicle bunching or gapping that may require dispatch intervention.	
Comments:	
When a vehicle is behind schedule, the CAD/AVL shall provide dispatchers the capability to deviate a vehicle from its assigned route to a point further down the route thereby placing the vehicle back on schedule. The system must factor out time points skipped in this process so as not to negatively effect on-time performance reports. Additionally, this route deviation process must update the passenger information system to provide accurate information. On-time service points will be user defined and easily adjusted.	
Comments:	

The CAD/AVL shall have the capability to receive vehicle operator activated emergency alarms and immediately display alarm information to dispatchers and agencies defined staff.	
Comments:	
The dispatcher shall be able to enable a Proposer supplied covert microphone onboard the vehicle with the emergency alarm activated to listen to the ambient audio around the driver. Covert audio shall be sufficiently clear so the dispatcher can discern what is happening on the vehicle. The driver’s AVL interface device should provide a simple means for the operator to know dispatch is covertly monitoring their situation.	
Comments:	
Upon receipt from the vehicle of a request to cancel the emergency alarm, the dispatcher shall have the ability to easily cancel the CAD/AVL emergency alarm mode.	
Comments:	
The CAD/AVL system should have the capability to capture agencies configurable incidents (such as emergency alarms, hard braking or vehicle impacts detected by the video system, etc.), save data related to incidents and create CAD/AVL supported reports.	
Comments:	
The CAD/AVL system shall provide for vehicle and operator data replay selectable by specific vehicle, location, and time periods.	
Comments:	
The AVL system must provide a wide range of CAD information to road supervisors and maintenance shop trucks through awarded Proposer provided ruggedized laptop computers, ruggedized tablets, or other ruggedized automation device. The devices provided must be easily mountable/removable from the support vehicle and provided with appropriate accessories to maintain the device’s electrical charge.	
Comments:	

Portable CAD devices must enable road supervisors to complete on-site reports and enter them into the central system, similar to the functionality of a workstation, and have the capability of entering data to in-house agency formatted reports and transmitting those reports through email or other means.	
Comments:	
The CAD/AVL proposal must provide the maintenance department and the dispatch office a large display screen, displaying all active transit routes and current location of fleet vehicles operating those routes.	
Comments:	
The proposal shall provide details of other available CAD capabilities not mentioned above that provide for improved management of transit operations.	
Comments:	
5.3.17 Paratransit Service and Automatic Vehicle Location System	Vendor Response
Proposals shall include paratransit AVL and management system for Agency's demand response operation. The term Paratransit is used to describe the demand response, an advance reservation system that is offered by Agencies to comply with provisions of the American's with Disabilities Act that require public transit systems to offer complementary paratransit service to individuals whose disabilities preclude them from making use of the regular fixed route, scheduled, transit service.	
Comments:	
The paratransit solution shall provide for vehicle installed hardware, office backend software system and communications enabling scheduling of authorized passenger trips, assignment and dissemination of drivers' manifest and trip schedules, schedule and manifest updates, automatic trip status updates, GPS driver directions both by visual mapping and audible turn-by-turn, and a digital map-based vehicle tracking (AVL). The system must produce schedules and manifests maximizing paratransit fleet efficiency based upon scheduled	

trips and vehicle capacities. The solution should be available as a component of the fixed route CAD/AVL system or may be a separate system integrated with the fixed route CAD/AVL solution. Integration shall include AVL tracking and reports.	
Comments:	
The paratransit solution shall provide for scheduling trips through agency computer workstation entries, passenger entry through agency web site and through a mobile app (preferably the same mobile app described below). The system shall provide accurate and efficient schedules based on agency established parameters.	
Comments:	
The paratransit solution must provide for a wide range of reports including but not limited to ridership, revenue, individual passenger statistics (no show, late cancellation), passenger notifications, NTD reports, fleet utilization and efficiency, vehicle start and ending mileage, daily run productivity, on-time performance, vehicle and capacity Agency demand reports. The system must have the capability to export reports in Excel, and MSWord format.	
Comments:	
The paratransit solution must provide for automated passenger notifications confirming trip reservations (24 hours prior), vehicle arriving soon (15 minutes prior), vehicle arrival at pick-up point, and passenger no-show. Notification options must include phone and text. The system must log passenger notifications and data be available for reports.	
Comments:	
The paratransit solution must fully integrate with the proposed fare collection solution.	
Comments:	
The paratransit solution must describe the training provided to paratransit vehicle operators and users of the software system.	
Comments:	

The paratransit solution must describe 24/7 maintenance support provided to agency staff for the software system.	
Comments:	
The paratransit solution must provide information on other capabilities not discussed above.	
Comments:	
5.3.18 Micro-Transit Solution	Vendor Response
Proposals must include an option with discussion of capabilities for a micro-transit solution. The proposal should focus on software systems that enables agencies to manage a micro-transit system with their own employees and transit assets.	
Comments:	
5.3.19 Real-Time Passenger Information System	Vendor Response
Proposers shall offer a real-time passenger information system that monitors current status of fleet vehicles, utilizes schedule data, generates predictions based upon actual real-time vehicle locations, and disseminates the information to transit center and equipped bus stop wayside signage, cellular phones via SMS, smartphones via a mobile application (mobile app), web site, and GTFS real-time open API data to the Internet for third party applications.	
Comments:	
The solution shall include a means of providing immediate information from the CAD/AVL on temporary changes in transit service such as detours, route changes, etc. Information should be in the form of canned messages and ad hoc messages.	
Comments:	
Proposals should include an on-demand, dynamic trip planner within the mobile app integrating ride-share, bike-share, and transit opportunities to provide riders a door-to-door solution	
Comments:	

Proposals shall include integration of transit fare payment options within the mobile app.	
Comments:	
The centralized management software shall also provide a means to view mobile app, text, and web site feedback from the public and a means to respond.	
Comments:	
Proposers shall describe various reports and operational statistics the centralized management software provides as related to the real-time passenger information system.	
Comments:	
5.4.20 Traffic Signal Priority System Compatibility	Vendor Response
The proposed solution must provide a list of traffic signal priority systems for which the proposed AVL system can currently integrate and communicate.	
Comments:	
5.4.21 Ridership Reporting	Vendor Response
Proposals must provide a comprehensive ridership reporting solution. This shall be through integration of the proposed Automatic Passenger Counter (APC) system, proposed Automatic Bicycle Counter (ABC) system, existing fare collection system, passenger counter over video, and other proposed integrated technology.	
Comments:	
Ridership reports shall include and not be limited to the ability to select time periods, routes, route directions, individual fleet vehicles, and bus stop locations. Proposers shall provide details of other ridership reporting capabilities not described above.	
Comments:	
Ridership reporting shall integrate with the APC and ABC systems to provide extensive reporting features including but not limited to complete trip information (including transfers) and travel patterns and	

trends, bicycle loading/unloading trends, major trip generators, time of day/time of year and travel patterns.	
Comments:	
The ridership reporting solution shall include boarding and alighting data specific to wheelchair passengers and bicycles.	
Comments:	
The solution must provide for a means of validating ridership data to ensure accuracy.	
Comments:	
The solution must include an import of the existing GFI database system's ridership data for at least the past five years.	
Comments:	
Report formats shall also be made available that enables agencies to meet NTD reporting requirements.	
Comments:	
Reports shall include a wide range of text, tabular chart, and graphical formats.	
Comments:	
Reports shall be customizable, exportable, and printable.	
Comments:	
5.3.22 Fixed Route Operational Reporting	Vendor Response
The integrated system shall provide for long term storage of data for detailed historical operational reports (five years minimum).	
Comments:	
Automatic notification must be provided to select agency staff prior to five-year old data being archived. All archived data must be maintained in a transferable format.	

Comments:	
The proposed solution shall provide details on offered reports and the degree to which they can be configured. Reports must be printable, exportable into editable Excel files and pdf format files. Operational reports shall include but not be limited to the following:	
<ul style="list-style-type: none"> • Miles driven by bus or driver per day/month/year/specified time period 	
<ul style="list-style-type: none"> • Operator run time performance (time actually driven vs down time/temporary periods not driving due to unscheduled break) 	
<ul style="list-style-type: none"> • Notify Dispatch/Scheduler when defined number of hours have been reached per day and week and will exceed allowable time. 	
<ul style="list-style-type: none"> • Route schedule adherence by time, route, driver, run 	
<ul style="list-style-type: none"> • Off route reporting 	
<ul style="list-style-type: none"> • Time point arrival/departure 	
<ul style="list-style-type: none"> • Non-time point arrival/departure 	
<ul style="list-style-type: none"> • Driver login/logoff report 	
<ul style="list-style-type: none"> • Operations service interruption/road call report 	
<ul style="list-style-type: none"> • Departing/returning bus lot reports (actual vs scheduled, by run number and operator) 	
<ul style="list-style-type: none"> • Attempted duplicate work piece logon report 	
<ul style="list-style-type: none"> • GPS fix report 	
<ul style="list-style-type: none"> • Wheelchair passenger refusing passenger restraint 	
<ul style="list-style-type: none"> • Excessive speed report by operator, vehicle, and route 	
<ul style="list-style-type: none"> • On-time performance reports by overall system, operator, route, and stops for specified time periods as well as time-of-day analysis, and early and late arrival reports. 	
<ul style="list-style-type: none"> • AVL/integrated systems bus download status report 	
<ul style="list-style-type: none"> • AVL/integrated systems version report (bus on-board data) 	
<ul style="list-style-type: none"> • Number of incidents/accidents by route, vehicle, and operator 	
Comments:	
The reporting solution shall have the built-in feature for Agencies to generate ad hoc reports. Ad-hoc generation should use simple form building.	
Comments:	

The reporting solution shall provide options for various reporting views and formats - text, tabular and various graphical/chart displays.	
Comments:	
Please provide details on additional reports and reporting capabilities not listed above.	
Comments:	
The reporting solution should allow users to distribute reports via email on demand, on a scheduled basis, or based upon agency configurable thresholds.	
Comments:	
5.3.23 Human Resources Integration	Vendor Response
Integration to a database to provide accurate time keeping data based upon driver run scheduling and driver specific AVL log in/log off data and formatted to their Applications Protocol Interface (API) requirements. This solution shall have the goal of enabling agencies to maintain accurate work attendance time keeping data for vehicle operators through the payroll system. The solution must also produce driver work schedule and log-in/log-out time reports to support payroll records and archive these reports for at least five (5) years.	
Comments:	
5.3.24 Incident and Driver Safety/Training Profile Reporting	Vendor Response
The proposed solution must provide for a system of identifying and reporting incidences occurring on the bus that may require management action. The solution must interface with other vehicle installed systems and databases to obtain the following event triggers at a minimum:	
<ul style="list-style-type: none"> • Hard braking 	
<ul style="list-style-type: none"> • Collision 	
<ul style="list-style-type: none"> • Speeding 	
<ul style="list-style-type: none"> • Excessive acceleration 	
<ul style="list-style-type: none"> • U-turns 	
<ul style="list-style-type: none"> • Sensitive edge activation 	

<ul style="list-style-type: none"> • Driver activated event (pressing a button) 	
<ul style="list-style-type: none"> • Pre-Trip compliance 	
<ul style="list-style-type: none"> • Improper Bus Starting (Driver starts engine before “wait to start” light goes out) 	
<p>The solution shall also address incidences agencies particularly struggles with which involves identifying exactly when a passenger related event occurred, such as a slip and fall, without requiring agencies staff to physically pull removable hard-drives from the surveillance system to view hours of video footage only to identify when the event occurred and then capture and save the small amount of video footage needed for reports.</p>	
<p>Comments:</p>	
<p>The solution should include an annually renewable service that reviews event, triggers, and identifies related time period video footage and provides management notifications and alerts (email, text, etc.) based upon management established criteria.</p>	
<p>Comments:</p>	
<p>The solution must provide management incident reports with details on date/time, location, operator involved, event triggers, vehicle driving conditions (speeding, hard braking, etc.) and allow for addition of mobile device manual data entry by road supervisors conducting site and follow-up investigations.</p>	
<p>Comments:</p>	
<p>The solution must provide statistically based driver safety/training profile reports where daily operator event triggers and data entered from management actions (re-training, counseling, and disciplinary action events) are applied against management selected key performance indicators (KPI’s). These reports should provide individual operator scoring indicating KPI attainment toward Public Transportation Agency Safety Plan (PTASP) targets.</p>	
<p>Comments:</p>	
<p>5.3.25 Intentionally left blank</p>	<p>Vendor Response</p>

5.3.26 Fixed Route “Run-Cut” Scheduling System	Vendor Response
Proposals shall include a fixed route scheduling “run-cut” software solution with the full range of scheduling options, robust reporting options, and flexibility to schedule and optimize driver runs consistent with agencies operational best practices and union labor rules. The solution shall also have the capability of providing ad hoc reports and a feature to export all reports to Microsoft Excel format.	
Comments:	
The scheduling solution should include an internet-based means for operators to select their runs consistent with union labor rules, and/or agency policy. The solution must restrict operators to selecting runs in assigned order and the capability for a dispatcher to override a selection if an operator does not make a selection. The solution should include secure web site and mobile app technology.	
Comments:	
Proposers shall also propose a complete run-cut service as an option should agencies choose not to perform run-cut functions in-house. This service option must provide full flexibility in meeting agencies operational best practices and union labor rules.	
Comments:	
5.3.27 Passenger Complaint/Commendation System	Vendor Response
The proposed solution shall provide for a means of recording passenger complaints and commendations received via telephone, email, passenger app, website and social media feedback, and customer service counter walk-ins.	
Comments:	
The proposed solution shall provide for automatic email notification to appropriate staff members for investigating complaints and provide prompts to ensure investigations are completed and responses are provided to passengers (closing the loop).	
Comments:	

<p>The proposed solution must provide for a wide range of reports in text, tabular and graphical displays. Reporting capabilities shall include the capability to link complaints to bus operators and other staff members. Reports should be extensive with printable standard reports and exportable data in editable Excel format for additional analysis and reporting.</p>	
<p>Comments:</p>	
<p>The proposed solution must provide agency staff the ability to create ad-hoc reports.</p>	
<p>Comments:</p>	
<p>5.3.28 Yard Management System</p>	<p>Vendor Response</p>
<p>The proposed solution shall include a yard management system integrated with the AVL, fixed route scheduling system, and run assignments.</p>	
<p>Comments:</p>	
<p>The yard management system shall provide dispatch with a computer screen yard map of vehicle locations and assigned runs/drivers, spare vehicles (vehicles not assigned a block/run), and vehicles on HOLD or otherwise not available.</p>	
<p>Comments:</p>	
<p>The yard management system shall provide a roster of available vehicles and an easy means for the dispatcher to assign a vehicle to a run.</p>	
<p>Comments:</p>	
<p>The yard management system shall enable a dispatcher to easily reassign vehicle. The system shall also integrate with the AVL system to validate the operator is utilizing the correct assigned vehicle.</p>	
<p>Comments:</p>	
<p>The yard management system should provide a means that prevents an operator from logging in to the AVL system if they attempt to take a bus not assigned to their run.</p>	

Comments:	
Proposals shall provide details of other yard management system capabilities not mentioned above.	
Comments:	
Wayside Systems	
5.3.29 Transit Center Bus Bay Real-Time Electronic Signage	Vendor Response
The solution must include real-time electronic signs for each outdoor bus bay on the transit center platform displaying transit service information on vehicles servicing individual bays. LCD signage technology for outside use designed shatter proof, temperature, humidity, and rain resistant.	
Comments:	
Bus bay signs must integrate with the central system and display bus arrival and departure predictions based upon route schedules and the current, real-time bus location and application of appropriate algorithms. Predicted arrival and departure time displays must adjust as necessary based upon delays experienced by transit vehicles.	
The solution shall also provide for a text to speech option at each bus bay sign for the hearing impaired.	
Comments:	
Should the bus bay signs temporarily lose connectivity with the central system, transit vehicle predictions should continue based upon the last known vehicle location and appropriate algorithms.	
Comments:	
5.3.30 Transit Center Real-Time Informational Electronic Displays	Vendor Response
The solution must include transit center real-time informational electronic display screens. LCD signage technology for outside use preferred.	
Comments:	

Electronic display content shall rotate between transit vehicle arrival and departure predictions for all routes serviced at the transit center, public service slide presentation announcements, and information videos with audio produced by Agency or third-party providers for riders.	
Comments:	
Electronic display hardware installed on the bus platform must be vandal resistant and protected from Florida’s extreme weather conditions. LCD signage technology for outside use preferred.	
Comments:	
Should the displays temporarily loose connectivity with the central system, transit vehicle predictions should continue in the same manner as bus bay signage.	
Comments:	
5.3.31 Bus Stop Real-Time Electronic Signage	Vendor Response
The solution must include electronic signs that provide transit vehicle arrival and departure predictions for all routes servicing the bus stop. Predictions shall be based upon actual vehicle location, not scheduled time. Bus stop electronic signage must have the capability of simultaneously displaying predicted arrival and departure times for multiple routes servicing the stop.	
Proposals shall include signage systems for existing bus stops, known as “super-stops”, with options for expanding this capability to additional stop locations such as inside retail or residential location lobbies, etc.	
Comments:	
Installed electronic signage must be vandal resistant and protected from extreme weather conditions.	
Comments:	
5.3.32 Garage WLAN and Agency Network Infrastructure	Vendor Response
Proposals shall include details as to garage WLAN upgrade requirements, what the Proposer is offering and what Agency Information Systems is expected to provide.	

Comments:	
Proposals shall also include details as to what is required from the agency Information Systems network, what hardware requirements the Proposer is offering and what agencies are expected to provide for network support and connectivity.	
Proposers shall discuss how the solution integrates existing systems described in paragraph 3.4 above.	
Comments:	
5.3.33 Fuel Management System	Vendor Response
The proposed solution shall include integration with a yard management system and work order and inventory management system.	
Comments:	
The fuel management system shall provide a dashboard to manage all aspects of a full-service fueling system. This dashboard must have a tailorable data base to agency needs.	
Be capable of providing customized reports that can be set-up to show relevant fields and provide automatic reports.	
Comments:	
Automatic logging of fuel type, quantity dispensed, person dispensing, date, time, location, vehicle I.D.	
Ability to add authorized personnel and vehicles utilizing a multiple layer security system using biometrics, badge readers, and/or security codes.	
The proposed system may be browser based on-site SQL server, cloud based, or other available technology. If the server is to be located on premises, then Proposers must provide the required hardware.	
The fuel management system will be integrated with the fuel tank level monitoring system and provide accurate reporting to the dashboard.	
This system shall be integrated with the Garage WLAN and Agency Network Infrastructure	
Comments:	

Proposals shall provide details of other fuel management system capabilities not mentioned above.	
Provide customized exports on a set schedule or as requested to the inventory system for quantity report and reordering.	
5.3.34 Maintenance Work Order / Inventory Management System	Vendor Response
The proposed solution shall include integration with a yard management system and fuel management system.	
This system shall include stand alone and/or integration capability with the Garage WLAN and Agency Network Infrastructure.	
The system shall provide a dashboard to manage all aspects of the inventory/work order system. This dashboard must have a tailorable data base to agency needs.	
Be capable of providing customized reports that can be set-up to show relevant fields and provide automatic reports.	
Comments:	
The Maintenance Work Order and Inventory Management System shall provide up to date reports on parts available, committed, and scheduled for use. Allowing automated re-ordering based on agency criteria.	
Create multiple purchase orders for multiple vendors at the same time. The ability to see vehicles waiting product delivery and total time on the downed list.	
Comments:	
Maintain fleet and product inventory using RFID asset trackers, create and manage work orders, provide a preventative maintenance tracker.	
Create work order that contain a complete product list, vehicle I.D., and technician assigned.	
Comments:	
The Maintenance Work Order and Inventory Management System shall provide a roster of available Technicians and an easy means for work assignment.	
The Maintenance Work Order and Inventory Management System shall enable maintenance management to easily reassign a technician to another work order.	

Comments:	
The Maintenance Work Order and Inventory Management System shall provide a means that prevents a technician from logging in to the wrong work order if they attempt to take a work order not assigned to them.	
The Maintenance Work Order and Inventory Management System shall provide a means that prevents a technician from logging in to a work order not assigned to them. The ability for multiple Technicians to be assigned to the same work order as needed.	
Comments:	
5.3.35 Other Intelligent Transportation System Options	Vendor Response
Proposals shall also provide options of additional transit ITS features available and not discussed above.	
Comments:	

5.4 Acceptance Test Plan

An acceptance test will be developed for the new transportation systems technologies, including hardware and software, delivered under the awarded contract for each Florida agency. Such plan will be developed by mutual agreement before the new technologies “go live” and will be produced on a basis sufficient to demonstrate the system meets the requirements set forth in the RFP. The acceptance test will be implemented by the agency, which may request either on-site or remote assistance of the awarded proposer.

The mutually agreed to Acceptance Test Plan will define:

- The procedures used to test the system (or solution and equipment).
- The resources required from the agency and the awarded Proposer.

During the scheduled testing period and according to the mutually agreed to Acceptance Test Plan, agency project personnel will work to identify any errors where the system does not conform materially to the Agreement or the Contract Documents. Any such errors will be documented by the agency on the Acceptance Test – Punch List. Errors listed on the Acceptance Test – Punch List must be properly addressed and corrected to the agency’s satisfaction prior to acceptance of the technologies and achievement of related milestones.

5.5 Warranty, Training, and Maintenance Service

- **Warranty**

The proposer(s) shall warrant all hardware and installation to be free from defects during the warranty period and assume sole responsibility for the performance of all equipment, materials, and labor provided by the proposer and sub-proposers.

The base warranty shall be for a minimum of five (5) years for parts and labor. An extended warranty shall also be offered, and pricing provided in proposal submission.

Base warranty shall not begin until acceptance testing has been successfully completed and the Agency project manager signs off on acceptance and completion of the project.

- **Training**

The awarded proposer(s) shall provide training for all personnel who will operate and maintain the proposed systems once accepted.

Training shall be provided (at a minimum) for operation, troubleshooting, and repair of the following:

- Installed bus AVL, APC, ABC, automated pre-trip devices, infotainment, and Wi-Fi hardware systems.
- Bus, facility installed and media kiosk fare collection hardware.
- Installed wayside systems (transit center electronic signage and displays, bus stop electronic signage).
- The awarded proposer(s) shall provide a minimum of two (2) hard copies (electronic copies preferred) of the following documents for each hardware system:
 - Manufacturer Preventative Maintenance Manuals.
 - Operation Manuals.
 - Electrical diagram/schematic sheets.
 - Programming instructions.
 - Parts listing with part numbers
 - Applicable forms and instructions

The awarded proposer(s) shall provide at least two (2) full training sessions for agency maintenance personnel upon completion of installation, programming, and configuration of all proposed and installed systems. Each training session shall accommodate up to ten (10) technicians with vendor providing training materials for each mechanic.

- Maintenance Service Proposal pricing shall include a two (2) year maintenance service agreement for all software systems provided. The service agreement shall provide for version updates, upgrades, patches, and system maintenance resulting from data problems and bugs. Proposals shall also include optional pricing for years three through five of a maintenance service agreement. The agency may opt to purchase the first five (5) years at contract award should funding allow.

5.6 Recommended parts list

All Proposers shall include a recommended spare parts list with pricing for all proposed systems.

VI. Contract Requirements

Submitting proposer(s), if selected, must be willing to sign a purchasing agreement with FDOT which includes but is not limited to the following provisions:

6.1 Purchasing Agreement

The purchasing agreement shall consist of (1) the RFP; (2) the proposal submitted by the Proposer(s) to this RFP; (3) addenda acknowledgement and (4) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the agency and/or impose the greater obligation to the Proposer(s) will prevail.

6.2 Administration

The contract will be administered by FDOT/APTS.

6.3 Invoices

Invoices for services will be submitted to the 5310 Administrator at CUTR accompanied by Form F in accordance with the purchasing agreement terms.

6.4 Independent Proposer

The relationship of proposer to the agency will be that of independent proposer. The proposer will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors done during the performance of the contract. All services performed by the proposer shall be provided in an independent capacity and not in the capacity of the agency officers, agents, or employees of FDOT/APTS or the transit Agency.

6.5 Assignment

The proposer(s) shall not assign or transfer any interest in this purchasing agreement without prior written consent of FDOT/APTS.

6.6 Indemnification and Hold Harmless

The successful proposer(s) will be required to sign a purchasing agreement with the FDOT which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in FDOT moving to the next responsible responsive Proposer.

Proposer(s) shall defend, indemnify and hold harmless FDOT and the agency, its officers, employees and agents from any and all liabilities which may accrue against the agency, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of proposer in performance of this Agreement or from proposer(s) failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the agency, its agents or employees.

Proposer shall save, indemnify and hold the FDOT and agency harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the agency alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of FDOT and the agency; and proposer(s) shall assume and take over the defense of the agency in any such claim, demand, suit, or cause of action upon written notice and demand for same by the agency. Proposer will have the right to defend FDOT/APTS and the agency with counsel of its choice that is satisfactory to FDOT/APTS and the agency, and the agency will provide reasonable cooperation in the defense as proposer may request. Proposer will not consent to the entry of any judgment or enter any settlement with respect to an indemnified claim without the prior written consent of the agency, such consent not to be unreasonably withheld or delayed. FDOT/APTS and the agency shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Proposer shall save, indemnify, and hold FDOT/APTS and the agency harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against FDOT/APTS and the agency alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

All legal actions will be in compliance with Florida law and will be governed by the Florida legal system, in its entirety.

6.8 Insurance

When applicable and prior to the commencement of the contract, proposer must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any

extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Proposer shall furnish the agency with properly executed certificates of insurance which shall clearly evidence all insurance required by the agency. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

6.8.1 Commercial General Liability Insurance:

Occurrence version commercial general liability insurance, and if necessary, umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

Contain or be endorsed to contain a provision that includes the agency, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Proposer including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

For any claims related to each agency project, Proposer's insurance coverage shall be primary insurance as respects the agency, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the agency, its officials, officers, employees, and volunteers shall be excess of Proposer's insurance and shall not contribute with it.

At the sole discretion of the agency, dedicated limits of liability for this specific project may be required.

6.8.2 Workers' Compensation Insurance

Proposer shall maintain workers' compensation insurance with statutory limits as required by the State of Florida or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Proposer shall require each of its subcontractors to provide Workers' Compensation for all the latter's employees to be engaged in such work unless such employees are covered by Proposer's workers' compensation insurance coverage.

6.8.3 Professional Liability (also referred to as Errors & Omissions)

Proposer shall maintain professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this Agreement with a limit of not less than \$3,000,000. Coverage for contingent bodily injury and property damage shall be included or endorsed onto the policy.

6.8.4 Cyber Liability Insurance (also referred to as Network Security and Privacy).

Proposer shall provide proof of Network Security and Privacy insurance with limits of not less than \$5,000,000 for each occurrence and an annual aggregate of \$5,000,000 covering claims involving privacy violations; information theft; damage to, or destruction of, electronic information; intentional and/or unintentional release of private information; alteration of electronic information; extortion; and network security. There should be no special limitations in the policy with respect to copyright, trademark, or other infringement of media. If not covered in a separate policy, the policy should include Technology Errors and Omissions. Coverage shall also provide business interruption and extra expense coverage. Such coverage is required only if any products and/or services related to information technology (including but not limited to hardware, software, consulting, data management, and database reporting) are provided to the agency and for claims involving any professional services for which Proposer is engaged with the agency for such length of time as necessary to cover any and all claims. Use of a claims-made policy must be approved by the agency and will require evidence of a retroactive date prior to the inception of the agreement and at least 5 subsequent annual renewals after the agreement is complete.

6.8.5 Other Insurance Requirements

Proposer shall:

Prior to commencement of services, furnish the agency with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the agency. Proof of policy provisions regarding notice of cancellation will be required.

Upon the agency's request, provide certified copies of endorsements and policies if requested by the agency in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the agency or an agency Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the Agency's Risk Manager has reviewed the

contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.

Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the agency as a material breach of contract.

If proposer cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, proposer may, in the alternative, place such insurance with insurer licensed to do business in Florida and having A.M. Best Company ratings of no less than A.

Modification of this standard may be considered upon appeal to the Agency Law Director.

Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Proposer's insurance) in the same manner as specified for proposer. Proposer shall furnish subcontractors' certificates of insurance to the agency without expense immediately upon request.

Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by agency prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the agency.

Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the agency, its officers, officials, and employees for losses arising from work performed by proposer for the agency. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claim made basis is reasonable in the specific circumstance. Use of policies written on a claim made basis must be approved by the agency. Risk Manager and retroactive dates and/or continuation dates must be provided to the agency prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claim made basis and are generally acceptable in that form.

6.9 Ethical Standards

The Proposer hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the ethical standards prescribed by FTA, FDOT or an Agency:

6.9.1 Conflict of Interest

It shall be unlawful for any employee of the Agency to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

1. The employee or the employee's immediate family.
2. A business other than a public Agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner, or employee; or
3. Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

Receipt of Benefits from Agency Contracts by Council Members, Employees and Officers of the Agency.

It shall be unlawful for any member of council, member of the board, officer or employee of the Agency to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work, or service for the Agency in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

6.9.2 Gratuities and Kickbacks Prohibited

It is unlawful for any person to offer, give or agree to give to any person, while an Agency employee, or for any person, while an Agency employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

An official action taken, or to be taken, or which could be taken.

A legal duty performed, or to be performed, or which could be performed; or (3) A legal duty violated, or to be violated, or which could be violated by such person while an Agency employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section. In addition, it is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

6.9.3 Covenant Relating to Contingent Fees

Representation of Proposer. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the Agency, shall represent that no other person has been retained to solicit or secure the contract with the Agency upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

6.9.4 Restrictions on Employment of Present and Former Agency Employees

Contemporaneous employment prohibited. It shall be unlawful for any Agency employee to become or be, while such employee, an employee of any party contracting with the particular department or Agency in which the person is employed.

For violations of the ethical standards outlined above, the Agency has the following remedies:

- Oral or written warnings or reprimands,
- Cancellation of transactions; and
- Suspension or debarment from being a Proposer or subcontractor under FDOT or Agency-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the Agency from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension, or debarment from being a Proposer or subcontractor under an Agency contract.

6.10 Legal

Each submitting entity is responsible for full compliance with all Federal, State, and Local Requirements, laws, rules, and regulations which may be applicable.

6.11 Licenses

Before a contract is signed by the agency, the submitting entity, if selected, must provide the Agency Purchasing Division with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the agency or county in which it is headquartered. If a contract is signed, the Proposer's business license shall be kept current throughout the duration of the contract, and the proposer shall inform the agency of changes in its business name or location. The proposer must be a licensed professional as required by the state of Florida, for any services in this contract requiring such licensure.

6.12 Funding

The agency's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.13 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida and its conflict of law's provisions. Venue for any action arising between the agency and the proposer from the Agreement shall lie in Florida.

6.14 Subcontracts to the Agreement

Proposer shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Agency.

6.15 Amendments

This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.16 Captions

The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.17 Severability

If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.18 No Benefit for Third Parties

The services to be performed by the proposer pursuant to the Agreement with the agency are intended solely for the benefit of the Agency, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the proposer's performance of its services hereunder, and no right to assert a claim against the agency or the proposer, its officers, employees, agents, or proposers shall accrue to the proposer or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the proposer's services hereunder.

6.19 Non-Reliance of Parties

Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.20 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.21 Equal Employment Opportunity/Affirmative Action

FDOT/APTS is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.

In connection with the execution of this Purchasing Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of disability, race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that

applicants are employed and that employees are treated during their employment without regard to their disability, race, religion color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

By submitting a proposal, the submitting proposer(s) agrees to all terms and conditions established in this RFP.

6.22 Price Escalation

The initial pricing proposed for software and hardware implementation will remain fixed through installation and for one full year following acceptance of the system. Following one year after acceptance, price escalation will be allowed as follows:

VII. Ongoing Support and Maintenance

Proposer shall submit a firm fixed price for each of the first full five years of ongoing support and maintenance required.

Software and Software Installation Services

Should the agency choose to exercise options to purchase additional functionality initially proposed but not currently funded, price escalation will be allowed. Upon completion of the first full year of use of the system following acceptance and upon subsequent anniversary dates of acceptance, the proposer may adjust the unit prices in accordance with the increase or decrease, if any, in the Producer Price Index (PPI), using as a basis of such adjustment the “Software Publishers: Other Application Software Publishing – PCU51121051121050202” (“Index”) for the most recently published Index by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 3.5%. The new rate for each year will be calculated as per the following example:

PPI for current period (Current April Index):	110.4
PPI for previous period (Prior April Index):	107.3
Index point change	3.1

Index point change (3.1) ÷ Prior year Index (110.4) = 0.028 (rounded up) x 100 = 2.8% index change

1.0% index change x current Unit Price = Price Increase + Current Unit Price = New Unit Price

FDOT/APTS also may adjust the contract downward if the PPI index decreases by (10%) or more from the date of the last increase in the unit price. The increase in the unit prices may occur

after proposer has given FDOT/APTS written notice of such change and the FDOT/APTS Contract Manager approves the calculation.

Hardware and Equipment

Should the agency choose to exercise options to purchase additional hardware or equipment initially proposed but not currently funded, price escalation will be allowed. Upon completion of the first full year of use of the system following acceptance and upon subsequent anniversary dates of acceptance, the proposer may adjust the unit prices in accordance with the increase or decrease, if any, in the Producer Price Index (PPI), using as a basis of such adjustment the “Retailing of computers, hardware, software, and supplies – PCU 4431004431002” (“Index”) for the most recently published Index by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 3.5%. The new rate for each year will be calculated as per the following example:

PPI for current period (Current April Index): 110.4

PPI for previous period (Prior April Index): 107.3

Index point change 3.1

Index point change (3.1) ÷ Prior year Index (110.4) = 0.028 (rounded up) x 100 = 2.8% index change

1.0% index change x current Unit Price = Price Increase + Current Unit Price = New Unit Price

FDOT/APTS also may adjust the contract downward if the PPI index decreases by (10%) or more from the date of the last increase in the unit price. The increase in the unit prices may occur after proposer has given FDOT/APTS written notice of such change and the FDOT/APTS Contract Manager approves the calculation.

VII. Additional Federal Requirements for Contracts Funded by the Federal Transit Administration

Note the awarded contract will be either partially or fully funded by Federal Transit Administration grants provided through FDOT. The awarded proposer must agree and comply with the following required federal contract clauses and certifications.

7.1 No Government Obligation to Third Parties

The Proposer acknowledges and agrees 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 Recipient, 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 the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7.2 Program Fraud and False or Fraudulent Statements and Related Acts.

The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.

The proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the proposer, to the extent the Federal Government deems appropriate.

The proposer 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.

7.3 Access to Records and Reports

7.3.1 Record Retention

The Proposer will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

7.3.2 Retention Period

The Proposer agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The proposer shall maintain all books, records, accounts and reports required under this purchasing agreement for a period of at not less than five (5) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

7.3.3 Access to Records

The proposer agrees to provide sufficient access to FTA and its Proposers to inspect and audit records and information related to performance of this contract as reasonably may be required.

7.3.4 Access to the Sites of Performance

The proposer agrees to permit FTA and its Proposers access to the sites of performance under this contract as reasonably may be required.

7.4 Federal Changes

The proposer shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in FTA's Master Agreement and FTA's Certifications and Assurances, as examples, as they may be amended or promulgated from time to time during the term of this contract. The proposer's failure to so comply shall constitute a material breach of this contract.

7.5 Civil Rights Requirements

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

7.5.1 Nondiscrimination

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

7.5.2 Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

7.5.3 Age

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

7.5.4 Disabilities

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

7.6 Disadvantaged Business Enterprise (DBE) (49 CFR Part 26)

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. These requirements are in addition to all other equal opportunity employment requirements of this contract. A separate contract goal has not been established for this procurement.

The prime proposer(s) and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The proposer(s) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FDOT assisted contract. Failure by the proposer(s) to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the agency deems appropriate, which may include, but is not limited to:

- a. Withholding progress payments.
- b. Assessing sanctions.
- c. Liquidated damages; and/or
- d. Disqualifying the Proposer from future bidding as non-responsible. (49 CFR 26.13(b)).

Each subcontract the proposer signs with a subcontractor must include the assurance in the subparagraph above (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.

All proposers are required to submit the Subcontractor Information Form below. Additionally, the selected proposer, prior to contract award, must complete and submit the Commitment to Utilize DBE Certification form and subcontractors certified as DBE's through the FDOT Unified Certification Program who are participating in the project must submit the DBE Subcontractor Participation Certification form below.

The proposer is required to pay all its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the proposer's receipt of payment for that work from the agency. Delays in payment must be approved in writing by the agency. In addition, the proposer may not hold retainage from its subcontractors.

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

7.7 Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of 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, 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 proposer shall not perform any act, fail to perform any act, or refuse to comply with any agency requests, which would cause FDOT or the agency to be in violation of the FTA terms and conditions.

7.8 Energy Conservation Requirements (42 U.S.C. 6321 et seq.; 49 CFR Part 622)

The proposer agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7.9 Termination 2 C.F.R. § 200.339; 2 C.F.R. part 200, Appendix II (B)

7.9.1 Termination for Default [Breach or Cause] (General Provision)

If the proposer does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the FDOT/APTS may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by FDOT/SPTS 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 AGENCY, 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.

7.9.2 Opportunity to Cure (General Provision)

The FDOT/APTS, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to FDOT/APTS and the AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from FDOT/APTS setting forth the nature of said breach or default, FDOT/APTS 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 FDOT/APTS from also pursuing all available remedies against Contractor and its sureties for said breach or default.

7.9.3 Waiver of Remedies for any Breach

In the event that FDOT/APTS elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by FDOT/APTS shall not limit FDOT/APTS's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

7.9.4 Termination for Convenience (Professional or Transit Service Contracts)

The FDOT/APTS, by written notice, may terminate this contract, in whole or in part, when it is in the FDOT/APTS's interest. If this contract is terminated, the FDOT/APTS shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

7.9.5 Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the FDOT/APTS may terminate this contract for default. The FDOT/APTS shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

7.9.6 Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the FDOT/APTS may terminate this contract for default. The FDOT/APTS shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the FDOT/APTS protect and preserve the goods until

surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the FDOT/APTS.

7.9.8 Termination for Convenience or Default (Architect and Engineering)

The FDOT/APTS may terminate this contract in whole or in part, for the FDOT/APTS's convenience or because of the failure of the Contractor to fulfill the contract obligations. The FDOT/APTS 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 AGENCY's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the FDOT/APTS, the AGENCY's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

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

7.9.9 Termination for Convenience or Default (Cost-Type Contracts)

The FDOT/APTS may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of FDOT/APTS or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee,

if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of FDOT/APTS, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the FDOT/APTS determines that the Contractor has an excusable reason for not performing, the FDOT/APTS, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

7.9.10 Government-Wide Debarment and Suspension

The proposer shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Proposer shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or FDOT/APTS to be:

- Debarred from participation in any federally assisted award.
- Suspended from participation in any federally assisted award.
- Proposed for debarment from participation in any federally assisted award.
- Declared ineligible to participate in any federally assisted award.
- Voluntarily excluded from participation in any federally assisted award; or
- Disqualified from participation in any federally assisted award.

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 FDOT or the Agency. If it is later determined by FDOT or the Agency that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to FDOT and the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with

the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

7.10 Lobbying

Proposers 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 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.

7.11 Buy America

The proposer agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

A proposer must submit to FDOT/APTS the appropriate Buy America certification (below) with all bids or offers. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

7.12 Clean Air and Clean Water Act Requirements

The proposer and their subcontractors awarded contracts exceeding \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

The Proposer agrees:

- It will not use any violating facilities.
- It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- It will report violations of use of prohibited facilities to FTA; and

- It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

7.13 Cargo Preference Requirements

For equipment, materials, or commodities which may be transported by ocean vessels, the Proposer agrees:

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

7.14 Conformance with ITS National Architecture

The proposer shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

7.15 Americans with Disabilities Act (42 USC 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794; 49 USC 5301(d))

The proposer agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, as amended, 42 USC §12101, et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794; 49 USC §5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any program or activity included in or resulting from this Agreement.

VIII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the FDOT RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

8.1 General

Submission forms and RFP documentation may be obtained on or after April 23, 2021, at no charge from:

Bill Mayer
APTS Program Manager
Room 235
(813) 974-2646
Center for Urban Transportation Research
University of South Florida
4202 E. Fowler Ave. STOP: ENG030
Tampa, FL, 33620-5350
wmayer@cutr.usf.edu

Between the hours of 8:00 a.m. and 5:00 p.m. (Eastern Time), Monday through Friday or by calling (813) 974-2646. Forms and RFP information are also available on the TRIPS Florida website where it can be read or printed using Adobe Acrobat Reader software.

8.2 Submission Information

Proposals shall include two (2) hard copies (one original and one duplicate—mark the original as such) and six (6) electronic copies of the proposal on five (5) USB drives—mark the storage device with the company name); the electronic versions shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. Electronic submissions must be included with the sealed submissions.

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 5:00:00 p.m. (Eastern Time) on June 4, 2021. Each proposal must be submitted in a sealed envelope addressed to:

Bill Mayer
APTS Program Manager
Room 235
(813) 974-2646
Center for Urban Transportation Research
University of South Florida
4202 E. Fowler Ave. STOP: ENG030
Tampa, FL, 33620-5350

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Advanced Public Transportation Systems Procurement Services Request for Proposals Transit Software, Services Advanced Technology.” Proposers are reminded that the FDOT/APTS receives many bids and proposals for any number of solicitations; unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to FDOT/APTS on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the FDOT/APTS. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

8.3 Format

The FDOT/APTS is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 white paper, printed on both sides. Bind the submission and place in a sealed envelope (see Paragraph 8.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - a. Form S-1
 - b. Non-Collusion Affidavit
 - c. No Contact/No Advocacy Affidavit

- d. Iran Divestment Act Certification of Non-inclusion
 - e. Diversity Business Enterprise Program
 - f. Buy America Certification
 - g. Lobbying Certification
 - h. Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters
 - i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction (for subcontractors)
 - j. Subcontractor Information Form
4. Body of Proposal: Information which submitting entity wishes to include in addition to detailed response to Section V Scope of Services
 5. Contact information for at least three clients provided similar products and the dates of the respective contracts.
 6. Sample itemized proposal cost form listing all base and option items

NOTE: All required submission forms may be found in this solicitation document.

8.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the APTS Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The APTS Evaluation Committee reserves full discretion to determine the capability of proposing entities. Proposer(s), if asked, will provide, in a timely manner, any and all information that the Committee deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of FDOT/APTS and Florida Transit Agencies, the proposer(s) determined to be the most responsive to FDOT/APTS, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The proposer(s) selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary.

8.5 Proposer Review Procedures

- a. A pre-proposal meeting will be held May 17, 2021 at 09:00 a.m. Eastern Time through a Teams meeting. Although optional, it is highly recommended prospective proposers attend, due to the known complexities of this solicitation. Notice is hereby given that this meeting will be recorded.

Meeting Information:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 813-694-2079,,906979416#](#) United States, Tampa

Phone Conference ID: 906 979 416#

[Find a local number](#) | [Reset PIN](#)

- b. Any person adversely affected by this solicitation shall file with William Mayer APTS Program Manager, University of South Florida, Center for Urban Transportation Research, 4202 E. Fowler Avenue, CUT100, Tampa, Florida, 33620-5375, a notice of Protest, in writing, at least 15 calendar days prior to the date on which proposals are to be received.
- c. Any person adversely affected by a decision in connection with this solicitation shall file a Notice of Protest, in writing, within 72 hours of receipt of the decision. All Notices of Protest shall be accompanied by a "Protest Bond" in the amount of five thousand dollars (\$5,000). The Protest Bond shall be a Surety Bond issued by an insurer with an agent or resident office in the state of Florida. **Tony Brandin, Transit Operations Manager for the Florida Department of Transportation**, or his designee, shall be the custodian of the Protest Bond. The Protest Bond shall reference this proposal and shall be payable to the **State of Florida, Department of Transportation, 605 Suwannee Street, Mail Station 26, Tallahassee, FL 32399-0450**. If the Notice of Protest is withdrawn or a Formal Written Protest is not filed in accordance with this agreement, the Protest Bond will be forfeited.
- d. All protestors shall file a Formal Written Protest with the APTS Program Manager within 10 calendar days after the date of filing the Notice of Protest. The formal

written protest shall state with particularity the facts and law upon which the protest is based.

- e. Upon receipt of a formal written protest which has been timely filed, the APTS Program Manager shall stop the proposal solicitation process or the Purchasing Agreement award process until the subject of the protest is resolved by mutual agreement or by final action of the Florida Department of Administration.
- f. The APTS Program Manager shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 working days of receipt of a formal written protest. If the protest is not resolved by mutual agreement within 7 days the TRIPS Program Manager and/or the protestor shall refer the protest to: **Tony Brandin, Transit Operations Manager for the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, FL 32399-0450.**
- g. The Florida Department of Transportation will review the protest, and the APTS Program Manager's decision and either concur or reverse the decision in writing within seven (7) working days.
- h. Any appeal of the decisions of the Florida Department of Transportation shall be filed and administered by the "Administrative Procedures Act," Chapter 120, Florida Statutes.
- i. Failure to file a protest within the time prescribed in Section 120.53 (5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. It is the responsibility of the protestor to obtain complete information and legal counsel as appropriate.

IX. Evaluation Criteria

The proposals for this RFP will have a two-step evaluation process. The technical proposals will first be evaluated by using the Minimum Requirements Criteria. The minimum qualifications will be an initial cutoff point for assessing minimum levels of capabilities. Compliance with each standard is required. The minimum requirements will be evaluated on a Pass/Fail basis. A single fail score on any of the minimum requirements shall render the proposal as not acceptable and eliminated from further consideration.

Step ONE

Proposers shall include a section in their proposals to specifically demonstrate each of the following requirements are met. The Department may elect to conduct interviews or request presentations from the proposer as part of the final evaluation. If an interview/ presentation is required, each firm's proposed project manager must take part in the interview/presentation.

The interview/ presentations will also be evaluated on the basis of the criteria listed below. The Minimum Requirements Criteria are:

1. The proposal shall be submitted prior to the deadline and include all required documentation, certifications, and signatures.
2. Proposer shall have extensive experience in installation of intergraded ITS systems to include CAD/AVL, fare collection, Automatic Passenger Counts (APC), Automatic Voice Annunciation (AVA), cellular data, webpage, app, and a voice radio interface in the past five years.
3. Proposer shall demonstrate the ability to successfully perform all tasks outlined in this RFP across the State of Florida. This includes the financial and human resources to acquire, install, integrate, service, and repair all base-systems listed above.

Step TWO

The Proposers who meet the minimum technical requirements shall be evaluated according to the below evaluation criteria. The proposal shall contain a complete response to each of the areas identified below, in the order shown. Proposers should review the requirements listed under each area in providing their responses.

1. Experience Technical Capabilities and Qualifications: 50%

Executive Summary, Company Overview and Qualifications, Financial Statement, Contract Performance, Company References.

Consistent with a demonstrated knowledge and technical capabilities of the project scope of work, demonstrated system success and component reliability. Firm experience and proposal compliance with functional, technical, and integration requirements. Will include evaluation of the number of items provided without modification, integration with existing systems, ease of use by system users, compatibility with Agency network requirements, and other functional, technical, and integration considerations. Proposer shall provide detailed summaries or descriptions of the items listed in 5.2 base items.

Proposal shall limit descriptions of projects most relevant to this RFP and be most representative of the firm's capabilities.

2. Management, Methodology and Approach: 25%

Project Organization, Staff references, Management Approach. The Proposer will be evaluated in terms of its effective use and commitment of key personnel's relevant experience/expertise, and education/training to conform to the requirements of the

RFP, quality of training, availability and responsiveness of support, commitment of long-term support of the product, financial stability of vendor and proposed subcontractors.

Proposer shall provide detailed summaries or description of the following:

- a. Project experience from similar projects
- b. Assigned personnel project experience and proposed staff levels
- c. Full description of qualifications and the role of sub-contractors
- d. Proposed schedule, schedule performance on previous projects
- e. Proposed on-site presence
- f. Warranty, warranty support, and quality control
- g. The name and address of clients for whom similar work has been performed by the firm and principal members of the project team

Proposer shall demonstrate a clear understanding of the project objectives and the ability to adhere to the Specifications and Scope of Work outlined in this RFP.

3. Cost: 25%

Reasonableness of costs in relation to full implementation of ITS system and competitiveness with other offers received. The team will make evaluations of the price of the component/system, labor costs for installation and integration, and cost of annual maintenance and software service fees or licenses.

This evaluation may, at FDOT's discretion, be augmented by verbal or written requests for clarification, and a technical interview. FDOT may request the finalist proposers to submit a Best and Final Offer (BAFO). The BAFOs will be evaluated using the Evaluation Criteria list above. The APTS will then determine the final, winning proposer(s) based on the discussions, interview, and BAFO.

Required Submission Forms / Certifications

Request for Proposals for Intelligent Transportation Systems (ITS)/Technology Solutions for Public Transit

Submission Forms

Proposals to be **received** by 5:00:00 p.m., Eastern Time; June 4, 2021

Bill Mayer
APTS Program Manager
Room 235
(813) 974-2646
Center for Urban Transportation Research
University of South Florida
4202 E. Fowler Ave. STOP: ENG030
Tampa, FL, 33620-5350

IMPORTANT: Proposals shall include two (2) hard copies (one original and one duplicate) and six (6) electronic copies of the proposal on USB drive, mark the **storage device with the company name**); the electronic versions shall be exact duplicates of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

DUNS #: _____

Signature: _____

Name and Title of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

Standard Assurances

Federal Requirements for Invitation for Proposal, _____, representing the Proposer, certify that I have read and understand all terms and conditions of the Federal Requirements for Invitation for Proposal and, if awarded this proposal, will comply with all terms and conditions contained therein.

Comptroller General's Proposer's Certification _____ hereby certifies that they are NOT on the Comptroller General's list of ineligible Contractors.

Manufacturers appearing on said list will be considered ineligible.

Other Assurances,

I _____, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of Florida, under license # _____.

_____ assures that equipment proposal will meet or exceed all specifications, and that all equipment and items specified in the vehicle specifications arrive with the vehicle at time of delivery to the Purchaser.

_____ assures that local representation of the manufacturer has been secured and will be liable for warranty work on the vehicle(s).

DEALER

Date _____

Signature _____

Company Name _____

Title _____

MANUFACTURER

Date _____

Signature _____

Company Name _____

Title _____

Non-Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. He / She is the _____ of _____, the firm that has submitted the attached Proposal;
2. He / She is fully informed respecting the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal.
3. Such Proposal is genuine and is not a collusive or sham Proposal.
4. Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against FDOT, Florida Transit Agency or any person interested in the proposed contract or agreement; and
5. The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

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

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. He / She is the owner, partner, officer, representative, or agent of _____, the proposer that has submitted the attached Proposal.

2. The proposer _____ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:
 - a. **NO CONTACT POLICY:** After the posting of this solicitation to the TRIPS Florida website, any contact initiated by any proposer with any FDOT representative concerning this proposal is strictly prohibited, unless such contact is made with the FDOT/APTS Project Managers. Any unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.

 - b. **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such Proposers, may not lobby or advocate to FDOT/APTS staff including, but not limited to, members of Florida Transit Agency or any other Agency staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

Iran Divestment Act

Certification of Non-inclusion

Pursuant to the Iran Divestment Act, Florida Statute Title XIV Chapter 215 Section 473, the board shall make its best efforts to identify all scrutinized companies in which the public fund has direct or indirect holdings or could possibly have such holdings in the future, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § XIV-215-473. Inclusion on this list makes a person ineligible to contract with the state of Florida; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. Florida Statute Title XIV Chapter 215 Section 473 may be found here:

Chapter 215 Section 473 - 2016 Florida Statutes - The Florida Senate (flsenate.gov)

<https://www.flsenate.gov/Laws/Statutes/2020/215.473>

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Florida Statute Title XIV Chapter 215 Section 473.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

Disadvantaged Business Enterprise TVM Certification

The proposer, if a transit vehicle manufacturer (TVM), hereby certifies that it has complied with the requirements of 49 CFR, Section 26.49 by submitting an annual DBE / WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not approved by FTA.

The proposer, if a Dealer or non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR~ Section. 26.49.

DEALER

Date _____

Signature_____

Company Name_____

Title_____

MANUFACTURER

Date _____

Signature_____

Company Name_____

Title_____

NOTE: An approved annual FTA certification must be received before a contract extension can be considered for each year.

Subcontractor/Consultant Statement

(TO BE SUBMITTED IN THE PROPOSAL ENVELOPE)

We _____ do certify that on the

 (Proposer Company Name)

 (Project Name)

\$ _____
 (Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay is:

\$ _____.

Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SDB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____

(Authorized Representative)

ADDRESS: _____

AGENCY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

Subcontractor Information Form

Bidders/Proposers shall provide information requested below for all sub-Proposers being utilized if awarded the procurement project being solicited. Note that all fields must be complete. If no subcontractors are being utilized, indicated such by writing "N/A" within one of the information fields below.

Official Business Name of Sub-Proposer	Contact Information
	Contact Name:
	Phone #:
	Email:
Description of work sub-Proposer will perform:	
Dollar amount this sub-Proposer's work represents within the bid/proposal:	\$
Office Use Only	DBE (Y/N):

Official Business Name of Sub-Proposer	Contact Information
	Contact Name:
	Phone #:
	Email:

Description of work sub-Proposer will perform:	
Dollar amount this sub-Proposer's work represents within the bid/proposal:	\$
Office Use Only	DBE (Y/N):

Official Business Name of Sub-Proposer	Contact Information
	Contact Name:
	Phone #:
	Email:
Description of work sub-Proposer will perform:	
Dollar amount this sub-Proposer's work represents within the bid/proposal:	\$
Office Use Only	DBE (Y/N):

Official Business Name of Sub-Proposer	Contact Information
	Contact Name:
	Phone #:
	Email:
Description of work sub-Proposer will perform:	
Dollar amount this sub-Proposer's work represents within the bid/proposal:	\$
Office Use Only	DBE (Y/N):

Buy America Certification

Certification requirement for procurement of steel, iron, or manufactured products:

Certificate of Compliance with 49 U.S.C. 5323(j)(1):

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

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1):

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

Date _____

Signature _____

Company Name _____

Title _____

Lobbying Certification (Appendix A, 49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing 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," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

Certification of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters

The Primary Participant/Proposer, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or Agency,
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. If the primary participant (potential third-party Proposer) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT/PROPOSER _____

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF

THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature of Proposer's Authorized Official

Date

Typed Name and Title of Proposer's Authorized Official

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(This form is for Sub-Proposers)

The potential lower tier participant _____ certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

Where the potential lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official Typed Name

Title

Applicant/Organization

Date Signed

Title VI Civil Rights Act Of 1964 Contractor Agreement

During the performance of this Purchasing Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 2 I, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Purchasing Agreement.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, including procurement of materials and equipment: In all solicitations either by competitive Proposal or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Purchasing Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or disability.

(4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the TRIPS, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the TRIPS shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

(a) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Purchasing Agreement, in whole or in part. (6)

Incorporation of Provisions: The Contractor shall include the provisions of paragraph (1) through (6)

of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the APTS or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the TRIPS to enter into such litigation to protect the interests of the TRIPS, and in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

DEALER

Date _____

Signature_____

Company Name_____

Title_____

MANUFACTURER

Date _____

Signature_____

Company Name_____

Title_____

Certification of Compliance with the Americans with Disabilities Act Of 1990

The Proposer hereby certifies that it shall comply with all requirements contained in Part 2: Technical Specifications relating to bus design or special equipment required by the Americans with Disabilities Act of 1990.

DEALER

Date _____

Signature_____

Company Name_____

Title_____

MANUFACTURER

Date _____

Signature_____

Company Name_____

Title_____

E-Verify Certification

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

DEALER

Date _____

Signature _____

Company Name _____

Title _____

MANUFACTURER

Date _____

Signature _____

Company Name _____

Title _____

List of Transit System References and Contact Information

Dealer

1. _____
2. _____
3. _____
4. _____
5. _____

Manufacture

1. _____
2. _____
3. _____
4. _____
5. _____

Pricing Proposal

Proposers shall use the information below as a guide in developing their proposed pricing. Proposers shall provide a detailed description for all products, product installation, system integration, licenses, warranty, and maintenance/service agreements. Provide an explanation for all sliding scale pricing applicable, as necessary to add clarity to the proposed solution, for all aspects proposed. Include fixed pricing for all ongoing support and maintenance prices for years one (1) through five (5) of the contract period.

Software, Systems, and Components	Associated hardware price	Software price	Licensing price	Hardware installation price per hour	Software installation price per hour	Integration price per hour	Training price per hour	Maintenance price per hour	Fees	Other price	Comments
Tier 1 Paratransit and Small Rural system											
Fare revenue reporting											
Ridership reporting											
Automatic Vehicle Location and Computer Aided Dispatch (CAD/AVL)											
Single point vehicle log-in (AVL, AVA, Farebox, Destination Sign, etc.)											
Video surveillance system integration											
Closed loop FM communications											
Fare collection/payment solution											
Pedestrian recognition/warning system											
Paratransit management system											
Automated pre/post-trip system											

Software, Systems, and Components	Associated hardware price	Software price	Licensing price	Hardware installation price per hour	Software installation price per hour	Integration price per hour	Training price per hour	Maintenance price per hour	Fees	Other price	Comments
Tier 2 Small to Medium system with Fixed Route and Paratransit											
Automatic voice annunciation (AVA)											
Automatic passenger counter (APC)											
Real-time passenger information system (mobile app, SMS messaging and web site solution)											
Fixed route "run-cut" scheduling system											
Passenger complaint/commendation tracking and reporting system											
Maintenance management system											
Operational reporting											
Incident reporting											
Garage WLAN											
Centralized AVL database control system (facilitates local updating for route and schedule changes into the AVL system)											
Automatic bicycle counter (ABC)											
Vehicle Telematics connectivity											

Software, Systems, and Components	Associated hardware price	Software price	Licensing price	Hardware installation price per hour	Software installation price per hour	Integration price per hour	Training price per hour	Maintenance price per hour	Fees	Other price	Comments
Collision avoidance system (Lane departure, hazard recognition)											
Pedestrian warning system											
Ridership reporting system											

Software, Systems, and Components	Associated hardware price	Software price	Licensing price	Hardware installation price per hour	Software installation price per hour	Integration price per hour	Training price per hour	Maintenance price per hour	Fees	Other price	Comments
Tier 3 Medium to Large system with Fixed Route and Paratransit											
Yard management system											
Automated Vehicle Monitoring option											
Automated fuel management system											
On-board infotainment system											
Transit center bus bay real-time electronic signage											
Transit center real-time informational electronic displays											
Payroll management system											

Software, Systems, and Components	Associated hardware price	Software price	Licensing price	Hardware installation price per hour	Software installation price per hour	Integration price per hour	Training price per hour	Maintenance price per hour	Fees	Other price	Comments
Bus stop electronic signage (super stops and select bus stops)											
Passenger Wi-Fi											
Open data exports and reporting											
Maintenance work order/inventory management system											
Human resources /payroll system											

Terms of Payment

Form F

1. Agencies using **5310**:
The agencies will submit their portion of the purchase price (local match) in the form of a Purchase Order to the 5310 administrator at CUTR when the product order is placed.
2. Agencies using funds other than 5310 (**5307, 5311, etc.**):
The agencies will submit a Purchase Order for total due to the vendor when the product order is placed.
3. A 2% (24% per annum) service charge will be added to all past due accounts.
4. Total proposal price is based on payment terms of net sixty (60) days after acceptance of each product. If Proposer(s) has not received payment in full within the 60-day period following acceptance of product, agencies will incur the 2% monthly service charge beginning on day 61.

The undersigned understands that any condition stated above, clarification made to the above or information submitted on or with this form, other than that requested, will render the proposal unresponsive.

Date _____
Signature _____
Company Name _____
Title _____

Question Submission Form

Solicitation: APTS-21-S

Project: Intelligent Transportation Systems (ITS)/
Technology Solutions for Public Transit

Company Name:	
Requesters Name:	
Email Address:	
Refers to Solicitation Section:	
Subject:	
Question:	

Submit questions by email to wmayer@cutr.usf.edu no later than close of business on May 2, 2021.