

REQUEST FOR PROPOSAL

Demand-Response Scheduling/Dispatching System

RFP #090622

CONNECTING COMMUNITY



Concord Kannapolis Area Transit

Proposals must be received no later than 5:00 PM on Thursday, Thursday, October 6th, 2022
addressed to:

Concord Kannapolis Area Transit
45 Transit Court NW
Concord, NC 28025
Attention: Jaime Tippet Poe

**Any proposal received after the date and time specified above will be rejected,
considered non-responsive, and will not be opened.**

1. Overview

Concord Kannapolis Area Transit, a department of the City of Concord, NC as the lead procuring agency, is seeking proposals from qualified, responsive and responsible companies to provide the successful deployment of a modern software solution for the management of demand response scheduling and dispatching software with an option to include for a demand-response microtransit module. The scope of work/specifications is outlined in this Request for Proposals (RFP). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments. Data that was collected by North Carolina Department of Transportation Integrated Mobility Division was used to influence the General Requirements for Paratransit Scheduling Dispatch Software.

Our goal is to award multiple bidders to allow all Rural and Urban Public Transportation providers regardless of region, size, or trip types the opportunity to select the best software platform to suit their individual needs. This RFP has been reviewed by NC Department of Transportation Integrated Mobility Division to allow the Waiver of Bidding for Previously Bid Contracts as indicated in section 10. The anticipated contracts will be for a five (5) year term.

2. Introduction

Concord Kannapolis Area Transit, locally known as Rider Transit serves the cities of Concord and Kannapolis, North Carolina and the Complementary ADA Paratransit provides service within the federally mandated 3/4th mile barrier around each of its current seven local routes with a current fleet of 5 ADA Paratransit Vehicles. 2021 ridership was 14933 over 119,77 Revenue Hours, which is a 102% increase in ridership in the last 5 years.

Rider currently uses RouteMatch by Uber, which has recently been acquired by TripSpark for eligibility management, scheduling, dispatching, and reporting. Each Paratransit vehicle is equipped with a Samsung Tablet that produces a digital manifest and mapping software for the operator.

3. Minimum Requirements

Technical proposals should not exceed fifty (50) single sided pages (25 if double sided) in length. An appendix including supplemental promotional items, work samples, and general firm information may be provided that does not count toward the fifty-page limit. All proposals should include: Addenda Receipt Confirmation Form (included in RFP), and Proposal Submission Form (included in RFP), Required FTA Clauses, all of which also do not count toward the fifty-page limit. All proposals shall be submitted in a format which follows the general framework outlined below. In preparing submissions, respondents should describe in detail the services proposed and how service delivery will be accomplished, including at minimum:

- **Introduction:** A brief introduction of the individual(s) and/or firm(s) involved in the proposal and relevant experience with similar projects. This letter should confirm an understanding of and overview of the system and company structure.
- **Understanding of the Project** - Based on information contained in this RFP, as well as information obtained in subsequent addenda, responses to questions submitted by vendors, and other materials available from Concord Kannapolis Area Transit, the proposer should indicate, in written narrative, how the software proposed will facilitate the system's goals for providing cost efficient, customer responsive, demand response transportation to the clients and programs served by Concord Kannapolis Area Transit. Proposers should demonstrate a thorough understanding of FTA requirements as well as those of other major client transportation programs, such as Medicaid and Title III of the Older Americans Act. Proposers should indicate how their software system can work to improve the Transportation system's handling of various tasks associated with Transportation service delivery.

- ***Software System Description*** – Proposers should fully describe the software scheduling system being offered as part of this submission. Benefits gained from installing and using the vendor’s product should be described in full. Proposers must list ALL software components or modules available, including third party software necessary to complete the total installation (*e.g.*, report generation software, SQL, back-up software, remote access software, etc.). Proposer should include description of functions that will increase efficiency of service, increase accuracy of data, and reduce time spent on administrative and reporting activities including, but not limited to:
 - Real time scheduling
 - Client registration and eligibility tracking
 - Scheduling, including the option for customers and their caregivers to schedule trips in a web-hosted and/or app-based portal
 - Dispatching
 - Trip brokering
 - Verification
 - Invoicing
 - Reporting
 - Zone specification
 - Geo-coding
 - Mapping
 - Vehicle Tracking
 - Elimination of paper manifests
 - On-time performance and ridership information
 - Turn-by-turn directions
 - Calculate drive time and mileage
 - Visual display of vehicles, trips and routes.
 - Maximize efficiency by reducing the number of routes and vehicles needed to maintain service levels
 - Integration with other technologies i.e., electronic fare payment,
 - An open architecture to enable future integration with add-on technologies
 - NC Medicaid NEMT integration (or future plans to provide)
 - Customer Service Statistics (i.e., incident resolution length, hours of service available, etc.)

- ***Implementation Plan*** – Proposers should fully describe the proposed implementation plan, detailing all major milestones in the process. A proposed timeframe from notice-to-proceed through live testing, de-bugging, and “live” operation should be developed as an integral part of this proposal.

- ***Quality Assurance Plan*** – Proposers should describe in detail their management strategies for overall quality assurance in the installation, start-up, and operation of the scheduling and dispatching system software. At a minimum, proposers should address:
 - ***Project Management and Staffing*** – Describe the proposed individuals and team approach used to successfully communicate with Concord Kannapolis Area Transit management staff throughout the project. If contractors are used for any part of the installation, customization, or maintenance of the proposed software system, this element of your overall approach must be identified here.

- *Quality Control* – Describe steps and techniques employed by the proposer to ensure the integrity of databases (*e.g.*, street networks, client databases, etc.) that may be required to be imported and/or converted for use in the proposed scheduling system.
 - *Maintenance, Support, and Upgrades* – Describe the proposer’s network of technical support during the project, focusing both on the critical initial implementation period as well as long-term operation. Describe procedures for rendering support, including the availability of technicians to provide on-site repairs and ability to remotely access, diagnose, and make necessary repairs. Technical support policies and pricing must be explained in detail. Proposers should also describe its most recent three-year history in terms of system upgrades offered and pricing. Future system upgrade policies must be described and will be a factor in the award.
- *Training* – Proposers should provide a detailed schedule and course outline for the necessary training of Concord Kannapolis Area Transit staff on the proposed scheduling system software. Vendors should provide cost of training per individual/session as appropriate. This section of the proposal should identify the training course content, the number of courses required, and type of training (classroom, hands-on, etc.) that will be provided, the length of the training session, etc. Proposers should indicate when the training should be provided in the context of the overall implementation time schedule provided above. Qualifications of the staff providing the training should be listed in Personnel section.
 - *Experience* – Proposers should provide a corporate profile indicating their qualifications to provide the required software and support necessary to achieve objectives for the project. Proposers must submit a list of other Transportation systems where the proposed software application(s) have been installed. A separate list of the proposer’s last five (5) comparable installations, along with a project contact, address, telephone number, facsimile number, and e-mail address must be provided.
 - *Required Forms and Certifications* – The proposer must indicate its compliance with certain Federal and state executive orders, laws, statutes, and regulations to be considered for award:
 - Addenda Receipt Confirmation Form
 - Proposal Submission Form Affidavit of Non-Collusion
 - Disadvantaged Business Enterprise Certification
 - Debarment Certification
 - FTA Clauses

4. Cost Proposal

Cost proposals should be submitted in a separate, sealed envelope.

Cost Factors Used in Proposal Evaluation Concord Kannapolis Area Transit is requesting that proposers identify the following items as part of its base cost proposal. Each item must be listed separately:

- Software Purchase Costs – The cost of the software and the appropriate number of user licenses offered in the price must be stated by the proposer.
- On-Site Costs – All supplemental costs associated with user assessment, installation, database conversion, etc., must be detailed if separate and not included in the software price above. Price proposals must breakdown labor and travel costs.
- Data Acquisition and Conversion Costs – If the proposer must acquire databases, street maps, or other items necessary to support installation, these costs should be identified here. Note: In addition to the core service area, Concord Kannapolis Area Transit may provide

services to points in other counties outside the service area. The Transportation system desires to obtain base maps for all areas in which it may provide service.

- Related Third Party Software Costs – All other software necessary to operate the scheduling system or to support maintenance of the system recommended by the vendor should be identified. All such products should be purchased by the proposer and licensed to the Transportation system.
- Training Costs – If training costs are not included in the software purchase or licensing costs, proposals must identify the labor, materials, and travel costs associated with all required training. Please also include costs for training of new employees in the future.
- Hosting Costs-If the proposed software solution will involve third party hosting solutions, then all such hosting costs that will be borne by the purchaser must be included in the bid proposal form.
- Additional Costs - Software will be utilized at multiple locations. Identify additional costs, if any, associated with running at multiple locations.
- One-Year Maintenance and Support – One year maintenance and technical support price shall be included in the base bid proposal. Alternatives for maintenance for subsequent years should also be included.
- Other Costs – Any other costs not identified above that are integral to the implementation of the proposed scheduling system should be identified.
- Optional Module Costs-List and provide additional costs for ALL modules available by the system.
- Optional Cost- demand-response microtransit module

The above listed items shall be considered in evaluation of the proposer's cost for the project.

Other Project Costs

In addition to the other costs identified above, proposer should identify the following anticipated project costs that will be considered in the cost evaluation process:

- Hardware Costs – Proposers are responsible for evaluating Concord Kannapolis Area Transit existing hardware computing environment to determine compatibility with the hardware requirements necessary to operate the proposed Transportation scheduling system software. If hardware acquisition is recommended, the proposer should provide a full breakdown of hardware requirements. Servers should be identified separately from work stations. Concord Kannapolis Area Transit will be responsible for all hardware acquisition necessary to support the vendor's software. Vendors are asked to submit "minimum," "recommended," and "optimal" hardware configurations.
- *Network Software Costs* – If the existing network is deficient in terms of network operating systems, network administration software, etc., the cost of such software should be identified.
- *Maintenance, Support and Upgrade Costs After One (1) Year* – Proposers should identify costs to Concord Kannapolis Area Transit to secure a maintenance and support contract for five (5) additional years (*e.g.*, second through sixth years) of operation. The proposer's policy for acquisition of future upgrades should be included.
- *Other Costs* – Any other cost not identified above should be identified and indicated by the vendor.

5. General Requirements for Paratransit Scheduling Dispatch Software

Concord Kannapolis Area Transit is seeking software that, **at a minimum**, can provide the following requirements:

a. ***Database Functionality***

- Passenger database must include a full range of data elements for each client in the system.
- System shall be capable of tracking trip purpose with user customization possible in terms of defining various trip purposes.
- System shall provide functionality to allow staff to readily look-up client records for edit, trip-booking, etc.
- System shall be capable of recording and displaying trip history details to each client, such as recent trip dates, trip origins, or trip destinations, and option to view full trip history. System must have the ability to capture information on trip cancellations and no-shows specific to individual customers.
- System shall maintain a cancellation record, by client, to facilitate system management of sanctions for excessive customer abuse of cancellation policies.
- System shall permit the establishment of base runs or subscription templates based on existing standing orders. System shall be capable of evaluating base runs in order to optimize run in terms of least distance and travel time, based on network factors.
- The system shall provide staff with web-based tools to proactively manage on time performance, no-shows, cancellations, subscriptions and late trips. The system shall automatically send updates of the dispatched trips and allow supervisors to monitor their driver's performance on real-time. The system shall optimize same day trip orders with advance trip orders and automatically send updates. The scheduling process shall be completely automated and have a proven capability to function without a scheduling position initiating the scheduling.
- The selected vendor(s) will evaluate current passenger database and develop appropriate data conversion process that converts existing passenger information into a compatible format for use in the scheduling and dispatching software solution.
- System will allow the dispatcher to save addresses, give them nicknames and make small adjustments to where they show up on the map.
- Drivers must be able to log-on to an on-board device by entering their employee identification, run number, and/or the vehicle's odometer reading and the log-on information will be validated with the scheduling/dispatch software.

b. ***Cloud Hosting***

- Web based System is preferred.

c. ***GIS and Mapping***

- The system shall provide automatic vehicle location in the software product offered. Mapping capabilities and the dispatcher's abilities to identify approximate current locations, based on last known point in schedule.
- The software must incorporate GIS capabilities and allow user access to map views of the service area; individual routes or runs, and/or bus stops; specific street addresses; or other specified user-defined zoom levels. Panning/zooming shall be incorporated into the mapping capabilities.

d. *Trip Reservations*

- System shall permit trip booking while staff are on the phone with passenger. System must be capable of processing both subscription (standing order) and stand-alone trips in this manner. System shall be capable of processing, scheduling and dispatch same day trip orders without the need for manual intervention from users, but offer manual override as an option.
- System shall be capable of displaying, through pop-up window, list box, or similar alternative, a list of most frequent client travel destinations and/or recent destinations and/or recent destinations of travel for easy insertion into destination field. User must be able to select destination from these fields and populate trip destination fields through this selection process.
- System shall be capable of automatically generating trip reversals or booking the return trip from the originating trip destination to trip origin.
- System shall be capable of scheduling based on requested pick-up time or customer appointment time and shall take into account appropriate travel time to ensure on-time arrival at a destination.
- System shall be capable of incorporating multiple policies.
- System must be capable of accepting trip reservations for a period of at least up to 60 days in advance of the requested trip date.
- System shall be capable of accepting standing orders and shall permit day of the week type travel dates and monthly calendar-based travel dates, (e.g., first and third Wednesday of each month).
- System shall provide methods to enable staff to retrieve an existing trip reservation for the client in order to edit or cancel the reservation and shall provide various trip codes to document the reason for cancellation (e.g., cancellation on customer request).
- Search capabilities should be based on customer name and phone number, at a minimum.
- System shall have the capability of temporarily suspending a client's eligibility for service. System shall permit entry of both a start date and end date of the time period when the client's ridership privileges are suspended. During this period, system shall not permit trip booking without override.
- At conclusion of trip booking, system shall provide a confirmation of the booking with pick-up window, fare(s) and any relevant comments entered for that trip.
- System shall permit trips to be placed in the system schedule but remain unassigned to a specific run. System shall be capable of permitting manual insertion of such trips into the schedule, with automatic dynamic updating of the remaining scheduled pick-ups and drop-offs on the run.
- System shall be capable of taking trip orders on a same day basis and dynamically scheduling the trip into existing schedules. System shall consider existing path of route travel, existing customer assigned trips, and system policies on travel and pick-up time windows in making the scheduling assignment. If system is capable of producing multiple solutions to the trip assignment, priorities, express on some type of score or other method, it shall show the best possible choice of assignment as the default selection. When same day order is accepted and assigned to a run (or unassigned run is assigned to a run), it is imperative that the system shall be capable of dynamically updating the remaining scheduled pick-ups and drop-offs on the run's schedule.

- System shall be capable of assigning drivers to runs.
- Once customers confirm their pick-up times, the system should not make any changes on its own.
- System shall be capable of allowing comments or notes to be added to reservations for the driver and dispatcher. This would preferably include the ability to create standing comments based on the passenger, pick-up location, or a combination of the two.

e. *Dispatching*

- Access to Dispatch Information – system must allow staff access to run itineraries based on run number, vehicle number, client name, or client’s phone number. System shall be capable of displaying the run number, number of passengers on the run, scheduled arrival time, estimated time of arrival and any special circumstances. Information displays must associate with the time of day (e.g., 10:00 a.m. events are displayed at the top of the list window when the dispatcher makes queries at 10:00 a.m.).
- Driver Assignment – system shall be capable of assigning drivers to runs. The system shall allow drivers to be assigned both as needed, as well as on a standing basis for a defined period of time. System shall take into account driver work schedules, qualifications, and other factors to ensure compliance with system policies.
- Vehicle Assignment – capability of assigning vehicles to scheduled runs taking into account mobility needs of customers assigned to the run, thereby ensuring sufficient wheelchair capacity at all times. Dynamic updating of assigned vehicles must be possible in order to take into account vehicles pulled from service due to mechanical failure, lift failure, or other failure event found during the driver’s pre-trip inspection.
- Cancellations/No-Shows – capable of allowing dispatchers to process late cancellations (cancellations received after system policy time) and no-shows.
- Same Day Reservation Changes/Add-Ons – capable of automatically displaying to the dispatcher/scheduler cancellations, same day reservations, and will-call return trips waiting for vehicle assignment (e.g., trips/reservations made but not yet assigned/scheduled).
- Removal of Vehicles from Service – if staff is advised that a vehicle is not fit for service, system shall be capable of programming a vehicle substitution on the affected run(s)

f. *Scheduling*

- Schedule Order Capability - capability of producing schedules, by run, in chronological order or by sequential run number, indicating project arrival time of system vehicles at each origin and destination. Schedules must be developed on zones or counties, based on user specified service zones. Must be capable of recognizing geographic zones with dedicated vehicles, work rules, and trip requests.
- Display Option - once generated, system shall be able to display all schedules for all runs on a given day. Display shall contain all pertinent run data and contain necessary menu and edit tools to provide manual adjustments, as necessary, to the scheduled runs.
- Validation/Violations –internal validation controls to ensure that schedules do not violate schedule and work rules. Additionally, have capacity to evaluate overall travel time for individual

passengers to ensure that system travel time limitations are not exceeded. System shall be capable of generating or identifying trips that violate system parameters so that staff can attempt to remedy the violation.

- Manual Override – system shall provide the capability of certain scheduling staff (e.g., supervisors, managers, etc.) to manually move trips after schedule development. When such overrides are made, the system shall record and timestamp the override action in the trip record (or in an associated database) in order to provide a historical account of changes to the original (booked) reservation.
- Labor Rules – must be capable of scheduling trips to established runs taking into account system labor rules on work hours, breaks, and employee work hours.
- Vehicle Assignment – in assigning passengers to vehicles and/or vehicles to system runs, system shall be capable of recognizing the need for accessible vehicles, vehicle capacity, etc., in making said assignments. System shall have the capability of assigning vehicles to zones.
- Editing Schedules – capability of adding trips to previously generated schedules or re-assigning trips from one run to another. System shall be capable of evaluating individual trip parameters and select runs that best satisfy the requirements of the reservation while maintaining the integrity of the existing reservations on the same run. If system generates a range of alternatives, system shall present alternatives in rank order with the highest ranked alternative indicating the “best” selection. The best selection will be chosen based on vehicle GPS of current vehicles on the road (in the case of same day trips) and the information of other trips currently within the schedule for the time that the trip in question is being booked.
- Updating after Schedule Edits - anytime a schedule is edited, the system must be capable of updating the schedules of all other impacted trips so all previously scheduled trips must remain on time, not violate travel time rules, etc.
- Schedule Issues - If the system cannot schedule all orders for the day of travel being scheduled, then the system shall be capable of displaying all such trips in its own dataset so that staff may consider manual overrides to the schedule and/or assignment of trip.
- GIS Display of Schedules – Once trips are assigned to a scheduled run, the system shall be capable of graphically displaying, on the GIS system, the sequence of pick-ups, drop-offs, and route path for the run.

g. *Fare Collection*

- The system shall allow fares to be decided on a per-trip basis.
- The operator will be able to designate the type of fare and monetary value received if eligible.
- The system will offer electronic fare payment integration.

h. *System Parameters*

- System shall have capability for user specified settings that govern the scheduling process (e.g., average speed; dwell times; load times; etc.).
- Proposers should specify the range of parameters that can be user set and how the proposer will assist the transit system in the initial setting of these parameters to ensure maximum scheduling efficiency in daily operations.

i. *Data Ownership, Retention and Access*

- All system data shall be owned by Concord Kannapolis Area Transit, with the rights and ability to access all data, export it to other applications, and allow access to third parties for integration purposes on a perpetual royalty-free basis. Concord Kannapolis Area Transit shall be able to upload/download as much data as desired in transactions with the system. The proposer shall not apply any usage restriction for fee. The proposer shall not modify the data structure without consent. For any approved modification to the data structure, Concord Kannapolis Area Transit shall be given notice 60 days in advance, in order to make corresponding accommodations/modifications. The proposer shall provide a comprehensive data archive, backup, and recovery plan and the services, equipment, and systems necessary to implement that plan. Historical data shall be stored in a larger database and shall retain and allow access to historical data for at least five (5) years from the date of upload.

j. *Reporting*

- Standard Reports – software shall be capable of generating a range of management, service and eligibility reports necessary to permit sufficient oversight of the paratransit service. Software will also provide reports that meet NTD and state requirements and include real time reporting. The software system shall support real time web based operational supervision and on time performance reporting. All reports can be run on demand and exportable into csv, pdf, excel, word, etc., preferable as well as geospatial data compatible with GIS. System shall also have the ability to run a certain report or reports on a set schedule and delivered to an email address in a particular format, i.e., monthly reports on revenue, dead head hours, miles, and ridership totals, etc. sent to the user's email address.
- Ad-Hoc Reports – system shall be capable of permitting the user to create, format, and print user-defined reports based on any data element contained in the database. Proposer must be willing to aid staff in creating ad-hoc reports including fixed route comparability reporting.
- Event based reporting – when a function is performed, the location of the vehicle shall be reported along with any data relevant to the performance of the particular function.

k. *Hardware*

- System must be offeror or third-party hosted and may or may not require hardware or software installation on City of Concord's servers. Vendor, as soon as practical after notice to proceed, shall provide a complete list of technical specifications for each workstation that will generate best performance in the software's runtime environment.

l. *Communications*

- It shall be the proposer's responsibility to recommend the available and most appropriate communication protocols for use in mobile data communication. These methods may include but may not necessarily be limited to wireless communication networks maintained by existing cellular carriers. It shall be Concord Kannapolis Area Transit's discretion as to which method to use.

m. *Display Functionality*

If MDTs are available for purchase, the following apply. If not, please indicate preferred vendor or on-board hardware that is the best fit for the system and approximate costs if available.

- The driver must be able to log-on to the system by entering their employee identification. The software will validate the log-on information.

- All driver screens shall display the current system time, the time should be able to be depicted by a twenty-four (24) hour clock, or alternatively an AM/PM designation.
- Basic Controls Software will also provide users with the ability to: switch between a “day” mode graphics display and a “night” mode graphics display that have been optimized for the ambient lighting expected under those conditions; adjust volume; and adjust backlighting of display.
- Manifest screen must provide drivers with an overview of their manifest sufficiently detailed to understand trip origins, destinations, and sequence, with the current trip at the top.
- The driver must be able to access the passenger/trip information screen from the Manifest Screen. The passenger/trip information screen shall have detailed information about each stop (pick-up or drop-off).

n. ***Passenger-Facing Functionality***

- A passenger-portal should be available, whether through mobile app or online.
- Passengers should have access to scheduled and/or request trip times, unplanned trip requests, and functionality to schedule and/or request a trip.
- Passenger Application must be fully accessible to users with disabilities and shall comply with the Web Content Accessibility Guidelines (WCAG) 2.1

o. ***Communication Functionality***

- Software shall be capable of providing visual and audible alerts to indicate incoming messages and shall be capable of sending a message and notifying the driver of the success or failure of the transaction.
- The driver must be able to acknowledge incoming messages (as deemed necessary).
- The unit shall also be capable of allowing the driver to respond to a message. Staff must have the ability to turn this feature on/off.

6. General Contract Conditions

a. ***Termination***

- Concord Kannapolis Area Transit, by written notice may terminate this contract, in whole or in part, when it is in the Government’s interest. If this contract is terminated, Concord Kannapolis Area Transit shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
If the vendor fails to perform the services within the time specified in this contract or any extension or if the vendor fails to comply with any other provisions of this contract, Concord Kannapolis Area Transit may terminate this contract for default. Concord Kannapolis Area Transit shall terminate by delivering to the vendor a Notice of Termination specifying the nature of the default. The vendor will only be paid the contract price for services performed in accordance with the manner or performance set forth in this contract.

b. ***Contract Changes***

- Any proposed change in this contract shall be submitted to staff for its prior approval.

c. ***Assignment***

- Assignment of any portion of the work by subcontract must be approved in advance by Concord Kannapolis Area Transit.

d. ***Retention of Records***

- The vendor shall maintain records to show actual time devoted and cost incurred.

e. ***Ownership of Documents***

- Concord Kannapolis Area Transit shall retain ownership of all plans, specifications, and related documents.

f. ***Insurance***

- The vendor agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance as will protect the Contractor from any claims for damages to property or for bodily injury including death, which may arise from or in connection with the operations, actions, and/or inactions hereunder by the vendor, or by anyone directly or indirectly employed by or associated with the vendor, and the Constrictor shall furnish Concord Kannapolis Area Transit with certificate(s) evidencing all such required insurance coverage, with Concord Kannapolis Area Transit named as an additional insured and protected party, where appropriate. The cost of such insurance carried by the vendor shall not be an item of eligible Project Cost.

g. ***Resolution of Disputes, Breaches, or Other Litigation***

- Concord Kannapolis Area Transit will pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FTA reserve the right to concur in any compromise or settlement of any third-party contract claim involving Concord Kannapolis Area Transit. Concord Kannapolis Area Transit will notify FTA of any current or prospective major dispute pertaining to any third-party contract.

h. ***Protest Procedures***

- Any protest or objection to the Conditions and Specifications will be submitted for resolution to Concord Kannapolis Area Transit. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. Concord Kannapolis Area Transit will not consider a protest or objection, if it is insufficiently supported or if it is not received within the specified time limits.
- All protests based upon restrictive specifications, alleged improprieties, or similar situations prior to proposal opening must be submitted to Concord Kannapolis Area Transit no later than (7) calendar days prior to the specified proposal opening date.
- Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to Concord Kannapolis Area Transit within (5) days after notification of the apparent selected proposer. The decision of Concord Kannapolis Area Transit's Protest Review Board is final. Concord Kannapolis Area Transit will not consider any further appeals.

i. ***Equal Employment Opportunity***

- The City of Concord is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, or because of political or religious opinions or affiliations, or any other basis prohibited by federal, state or local law. We value and encourage diversity in our workforce, and expect the same of the contractor
- The City of Concord is committed to compliance with Federal and State laws requiring the City to only hire employees who are lawfully entitled to work in the United States (U.S. citizens or nationals and non-citizens with valid work authorization) without discrimination, and expect the same of the contractor

7. Evaluation Process

Concord Kannapolis Area Transit will establish a committee who will assess and evaluate the proposals based on the proposer's experience, completeness and content of proposal, and ability to meet Concord Kannapolis Area Transit needs and cost. Proposals which are incomplete and/or missing key components necessary to fully evaluate the Proposal will be rejected from further consideration due to non-responsiveness. Concord Kannapolis Area Transit shall not be responsible for expenses incurred by a respondent in the preparation and submission of information. Concord Kannapolis Area Transit may reject any or all proposals in its sole judgement and discretion as deemed appropriate or cancel this RFP if it is in the best interest of Concord Kannapolis Area Transit to do so. Concord Kannapolis Area Transit will recommend award of a contract to the firm(s) whose proposal is deemed to be the most responsive and advantageous (Best Value), cost and other factors considered subject to negotiation and availability of sufficient funds. Best Value shall mean a competitive, negotiated procurement process in which the recipients reserve the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that the recipients may acquire technical superiority even if it must pay a premium price. A "premium" is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value. The term "best value" also means the expected outcome of an acquisition that, in the recipient's estimation, provides the greatest overall benefit in response to its material requirements.

Eligibility Criteria Based on Importance:

Quality and Capability of the Service
Technical Support
Overall Project Cost Including Recurring Charges
Proposal Meets Requested Information
Experience and References

8. Schedule of Events and Timelines

Notice to Proceed for this project will be given as soon as a contract with the successful proposer(s) has been executed and all state and federal requirements are met.

RFP issue date	Tuesday, September 6, 2022
Written question due	Monday, September 19, 2022
Answers to written questions due	Monday, September 26, 2022
Deadline for proposal submissions	Thursday, October 6th, 2022
Interviews/Demonstrations (tentative)	October 24-27, 2022

Instructions to Recipients

- a. All proposers responding to this RFP may be required to make a demonstration/presentation of product/services upon request. Concord Kannapolis Area Transit shall not be responsible for expenses incurred by a respondent in the preparation and submission of information.
- b. Proposers shall send questions/clarifications electronically to tippetpoej@concordnc.gov by **2:00 PM (EST) on Monday, September 19, 2022.**
- c. Proposals should include all completed forms in this RFP.
- d. Proposals should be submitted as indicated below **by 5:00 PM (EST) on Thursday, October 6, 2022.** Proposals received after this time, will not be accepted.

As part of the RFP response, the responder is invited to submit a proposed project schedule, if

appropriate.

9. Proposal Submission

All responses shall be submitted in a sealed envelope. The outside of the package shall be marked "Request for Proposals #090622– Transportation Scheduling and Dispatching Software System" Please mail one (1) signed original and an additional nine (9) hard copies, along with three (3) digital copies to:

Concord Kannapolis Area Transit
45 Transit Court NW
Concord, NC 28025
Attention: Jaime Tippet Poe

Proposals must be received no later than **5:00 PM on Thursday, October 6, 2022**. Any Proposal received after the date and time specified above will be rejected, considered non-responsive, and will not be opened.

10. Additional Information

Federal funds received by City of Concord will be used as a component of the overall funding of this project. Accordingly, the selected Consultant will be required to comply with all applicable Federal regulations and contracting provisions required by the federal funding authority, including 49 CFR Part 31 – Allowable Costs, Civil Rights, Minority Business Enterprise, and other applicable assurance provisions. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible

Consultants and sub-consultants shall comply with FHWA Order 4470.1A "Certification of Indirect Costs" in Accordance with FAR. Additionally, the contract must comply with state and local requirements applicable to such contracts.

Waiver of Bidding for Previously Bid Contracts. – When the governing board of any political subdivision of the State, or the person to whom authority has been delegated under subsection (a) of this section, determines that it is in the best interest of the unit, the requirements of this section may be waived for the purchase of apparatus, supplies, materials, or equipment from any person or entity that has, within the previous 12 months, after having completed a public, formal bid process substantially similar to that required by this Article, contracted to furnish the apparatus, supplies, materials, or equipment to:

- (1) The United States of America or any federal agency;
- (2) The State of North Carolina or any agency or political subdivision of the State; or
- (3) Any other state or any agency or political subdivision of that state, if the person or entity is

willing to furnish the items at the same or more favorable prices, terms, and conditions as those provided under the contract with the other unit or agency. Notwithstanding any other provision of this section, any purchase made under this subsection shall be approved by the governing body of the purchasing political subdivision of the State at a regularly scheduled meeting of the governing body no fewer than 10 days after publication of notice that a waiver of the bid procedure will be considered in order to contract with a qualified supplier pursuant to this section. Notice may be published in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to publish notice solely by electronic means for a particular contract or for all contracts under this subsection shall be approved by the governing board of the political subdivision. Rules issued by the Secretary of Administration pursuant to G.S. 143-49(6) shall apply with respect to participation in State term contracts.

REQUEST FOR PROPOSALS ACKNOWLEDGEMENT FORM

The Firm/Agency hereby certifies receipt of the Request for Proposals package for the City of Concord, North Carolina, "Demand-Response Scheduling/Dispatching System"

This form should be completed upon receipt and review of the City's Request for Proposals package and emailed to the City prior to proposal submission. Please email the completed Request for Proposals Acknowledgement Form to the attention of:

Concord Kannapolis Area Transit
45 Transit Court NW
Concord, NC 28025
Attention: Jaime Tippet Poe

Email: tippetpoej@concordnc.gov
Fax: 704.920.6901

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Please check the appropriate space provided below and provide the requested information:

We plan to submit a Proposal in response to "Cabarrus County Long Range Public Transportation Master Plan".

Primary Contact Name: _____

Contact E-mail address: _____

Contact phone: _____ Fax number: _____

Secondary Contact Name: _____

Contact E-mail address: _____

Contact phone: _____ Fax number: _____

We do not plan to submit a Proposal in response to "Demand-Response Scheduling/Dispatching System."

Reason: _____

ADDENDA RECEIPT CONFIRMATION FORM

Demand-Response Scheduling/Dispatching System RFP

ADDENDUM #:

DATE:

I certify that this proposal complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy of all addenda for this RFP. It is the responsibility of the Firm/Agency to be sure they have reviewed all the addenda associated with this RFP.

(Please Print Name)

Date

Authorized Signature

Title

Company Name

PROPOSAL SUBMISSION FORM

Demand-Response Scheduling/Dispatching System RFP

This Proposal is submitted by:

Firm/Agency : _____

Signed: _____

Name: (Typed) _____

Address: _____

City/State/Zip: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Telephone Number

It is understood by the Firm/Agency that the City reserves the right to reject any and all proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and rebid this RFP. Proposals will be considered valid for ninety (90) calendar days from the date of Proposal submission.

Service Provider

Date

Name (Please type or print name)

Authorized Signature

REQUIRED FEDERAL THIRD-PARTY CONTRACT PROVISIONS FOR FTA FUNDED CONTRACTS

City of Concord/Concord Kannapolis Area Transit (Rider) FEDERAL THIRD PARTY CONTRACT PROVISIONS

Materials & Supplies Contracts Over \$250,000

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Compliance with and citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (17), dated October 1, 2011; FTA Circular 4220.1F, dated November, 2008, updated February 2011; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

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

2. Federal Changes

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

3. Conflict of Interest

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

4. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any business, employee or applicant from participation, program benefits, business opportunities or employment because of race, color, creed,

national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

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

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

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

(5) Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of

disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
 - (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
 - (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
 - (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
 - (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
 - (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
 - (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.
- (6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) **Environmental Justice**. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

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

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

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

5. **Contracting with Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs* and with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101.

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

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

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

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

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

6. **Energy Conservation**

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

7. **Recycled Products**

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

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

8. **Debarment and Suspensions**

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

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

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

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

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

9. Termination or Cancellation of Contract

The Contractor agrees:

- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements,
- (2) To comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third party procurements as may be later amended,
- (3) To follow the most recent edition and any revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," except as FTA determines otherwise in writing, and
- (4) That although the FTA "Best Practices Procurement Manual" provides additional third party contracting guidance, the Manual may lack the necessary information for compliance.

The City of Concord, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project or the City of Concord. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. The Contractor shall promptly submit its termination claim to the City of Concord to be paid. If the Contractor has any property in its possession belonging to the City of Concord, the Contractor will account for the same, and dispose of it in the manner the City directs.

The Owner may terminate this contract in whole or in part, for the Owner's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all equipment (property of Owner), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

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 Owner.

10. No Federal Government Obligations to Third Parties

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

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

11. False or Fraudulent Statements or Claims

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

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

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

12. Access to Records and Reports

The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any

books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

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

13. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, updated February 2011 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Concord requests which would cause City of Concord to be in violation of the FTA terms and conditions.

14. Fly America

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

15. Cargo Preference

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

16. National Intelligent Transportation Systems Architecture and Standards

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

17. Buy America

Buy America - The contractor 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 used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

The contractor 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 used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

18. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601,et seq.). Contractors who apply or bid for an award of \$250,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

19. Clean Air Act

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

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

20. Clean Water

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

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

21. Disputes, Breaches, Defaults, or Other Litigation. [Sec 39, all]

a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require

each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- i. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- ii. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- iii. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA’s prior written concurrence.

d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT B

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

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

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

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

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

**CERTIFICATE OF COMPLIANCE
FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS**

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____