



PUBLIC WORKS DEPARTMENT

Tar River Transit

Request for Proposal #: 320-200923AG

Electronic Fare Payment System

Date of Issue: 10/19/2023

Proposal Opening Date: 11/9/2023

At 02:00 PM ET

Direct all inquiries concerning this RFP to:

Alicia Gaines

Purchasing Associate III

Email: alicia.gaines@rockymountnc.gov

Phone: 252-972-1227



Electronic Fare Payment System Request for Proposal

Rocky Mount, North
Carolina Date: October 19,
2023

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Request for Quote # 320-200923AG

For purchasing division processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

“All bidders are hereby notified that they must have the proper license as required under the North Carolina laws. All prospective contractors shall be responsible for complying with state law and local ordinances.”



City of Rocky Mount Public Works Department/ Transit

Refer **ALL** Inquiries regarding this RFP to:

Alicia Gaines

Purchasing Associate III

Request for Proposal # 320-200923AG

Proposals Due Date: 11/9/2023 2:00 PM

Contract Type: Technology

EXECUTION

In compliance with this Request for Quote, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. By executing this quote, the undersigned Vendor certifies that this quote is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this quote, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or City department. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of any response in this quote, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. **Do you have a financial interest or tangible personal benefit with a city of Rocky Mount employee, officer, or agent?** ☐ Yes ☐ No **If yes note the employee, officer, or agent; department; and the perceived or actual conflict of interest.**

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late responses cannot be accepted.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

Offer valid for at least 60 days from date of quote opening, unless otherwise stated here: days.

ACCEPTANCE OF PROPOSAL

If any or all parts of this quote are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR CITY USE ONLY: Offer accept, and Contract awarded this _____ day of _____, 20____ as indicated on the attached certification, by _____ Purchasing Manager.

PRE-AUDIT: This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

Finance Director

Date

I. RFP SCHEDULE

Event	Responsibility	Date and Time
Issue RFP	City	Thursday 10/19/2023
Non-Mandatory Virtual Pre-Proposal Conference	City	Tuesday 10/24/2023 10:00 PM
Submit Written Questions	Contractor	Monday 10/30/2023
Provide Response to Questions/Addendum Deadline	City	Thursday 11/2/2023
Submit Proposals	Contractor	Thursday 11/9/2023 2:00 PM
Contract Award	City	TBD
Estimated Completion Date	Contractor	

Virtual Urged and Cautioned Pre-Proposal Conference: Contractor representatives are URGED and CAUTIONED to attend the pre-proposal conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposal. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Contractor would recognize as affecting the performance of the work called for in this proposal.

Email Alicia Gaines for Microsoft Teams invitation.

II. BACKGROUND

City of Rocky Mount/Tar River Transit (TRT) is a public transportation service providing affordable fixed-route bus service throughout the City of Rocky Mount, North Carolina, and Rural General Public para-transit transportation for Nash and Edgecombe counties.

To provide high-quality, accessible services to its customers, TRT would like to upgrade its existing cash, token, and paper ticket-based fare collection system with a new electronic Fare Payments Solution (FPS). The payment solution will be an integral part of a Mobility-as-a-Service (Maas) platform planned for the area.

III. PROJECT GOALS

The primary objectives of this project are to:

1. Create a simpler, more accessible, and equitable transit service.
2. Enhancing ease of use for customer convenience through universal design, ensuring all customers can access.
3. Finding an experienced vendor with the capabilities of providing a cloud-based electronic fare collection system including options for cash-preferred and unbanked customers.
4. Enable technology to assist in the distribution of fare media in economically challenged communities.
5. Phasing out and ultimately eliminating all on vehicle cash transactions. It is critical that the successful vendor offer an integrated off-the-vehicle solution for the future deployment of the MAAS platform that requires fare payment during the time of scheduling.

City of Rocky Mount (CRM)/Tar River Transit (TRT) leadership strongly believes that while challenges may exist with an upgraded system, the overall system design will deliver increased access and convenience to all.

IV. PROJECT MANAGEMENT AND ADMINISTRATION

The selected Firm shall assign a Project Manager to be a main point of contact for the CRM/ TRT. Responsibilities shall include, but not limited to:

1. System engineering and design.
2. Initialization of the Mobile Passes and Electronic Fare Collection system with existing

vehicle data, existing on-board hardware, and fare structure.

3. Project manager shall have the authority to make decisions on behalf of the Firm. The project manager may not be replaced without prior approval from City of Rocky Mount/TRT

V. SCOPE OF WORK

The purpose of this Request for Proposal is to purchase and install a well proven, industry standard, integrated package of public transit hardware and software intended to facilitate Electronic Fare Collection, hereafter known as the 'System'. The services should integrate with existing on-vehicle hardware or expand these capabilities beyond current functionality. The solution will provide the public with a way to pay their fare on a single platform across all modes including TRT's Urban Fixed-Route Services, Rural Transit Services, Paratransit, and future modes like MAAS.

It is understood that a new "System" must be flexible to accommodate other mobility modes for the provision of MAAS. The selected vendor will partner to provide seamless trip payment together within one cloud-based application, ensuring 100% end-to-end multi-mode connectivity for all customers. This overall solution must provide customers with an easy-to-use, open source and integrated payment platform, connecting along all mobility modes identified in the region. Mobility modes may include, but are not limited to, fixed route transit, demand response transit (including ADA complementary paratransit), or future alternative mobility modes.

Such capabilities will provide a significant operational upgrade for the transit systems. Currently, the system is using cash, tokens, prepaid fare tickets that require the City of Rocky Mount/Tar River Transit to complete transactions.

City of Rocky Mount/ Tar River Transit does not desire unproven "cutting edge," software and hardware; rather, the primary software to be supplied must have been in successful operation in at least three other larger transit agencies facilities for at least two years in each agency.

All work shall take place at the City of Rocky Mount Fleet Maintenance facility, respectively. Work shall be completed so that it does not impact service obligation to passengers.

All software and data, including raw data, will be the property of City of Rocky Mount/Tar River Transit. Further, City of Rocky Mount/ Tar River Transit is seeking systems that are geared towards a cloud/account-based systems, use of common data standards, and leverage open APIs for hardware interoperability and data transmission protocols. Proposals that demonstrate their products support optionality, extensibility, and hardware-agnostic opportunities within their system will be evaluated and scored favorability.

The project scope includes the following product specifications. Elements that vendors will be able to fulfill by the System launch date, the firm shall indicate which items are part of the near-term road map, and which are not planned or not possible for each vendor's platform.

ELECTRONIC FARE SOLUTION

2.1 Electronic Fare/Pass Overview

CRM/TRT prefers that the electronic fare collection platform be cloud/account-based and deployed as a Software-as-a-Service, if possible. CRM/TRT is interested in seeking proposals that avoid "build from scratch" processes and implementations. A cloud-hosted platform that grants CRM/TRT license to utilize the platform to deploy a turnkey solution which could expand to serve various kinds of ticket sales options across the system is preferred. The vendor shall administrate the system infrastructure and make updates available to CRM/TRT on a regular basis. The system must be capable of handling electronic scanning verification methodologies.

The platform shall be extendable to smartcards and tokens. The platform shall guarantee 99.9% uptime and shall be a multi-tenanted platform deployed according to CRM/TRT brand guidelines and enabling CRM/TRT to autonomously manage the platform and direct engagement with our customers. The system should be flexible and easily scalable for growth as more customers use the system, as well as for additions of new fare products, group, or individual customer types and profiles.

2.1.1 Customer Mobile Phone Functionality

- Enable customers to use their mobile phone as a means of purchasing and using electronic passes.

- Mobile phone functionality should be integrated with the Transit App or other commonly utilized application as specified by CRM/TRT plans to point customers solely to a single App for both their trip planning and mobile pass purchase needs.
- The App integration should support at least the last two major versions of the Android and IOS operating systems.
- The App integration shall be branded in line with a style guide provided by CRM/TRT.
- For the duration of the contract, the App integration shall always be fully functional on the latest version of the OS of supported platforms as new OS versions are released. If an update is required to make the app fully functional on a new version of a supported OS, the update shall be available to customers on the day of the OS launch.
- Any App integration shall be made without using CRM/TRT resources or servers.
- The platform, including any browser-based management of the platform and any customer facing browser-based account management, shall meet the ADA accessibility standards as defined in Section 508 and WCAG 2.1 guidelines.
- The platform shall meet Payment Card Industry Data Security Standards (PCI-DSS). Platform shall be compliant with the latest version of the PCI-DSS for the length of the contract.

2.1.2 Account Registration and Login

- A customer shall be able to register for an individual Tar River Transit mobile account in the App or online via a browser-based portal from home or from CRM/TRT offices.
- The account registration process shall minimally capture the customer's email address or address.
- There shall be a mechanism for CRM/TRT to amend the terms and conditions and privacy policy for the system as needed.
- Customers shall be able to change or reset their password from the App or online via a browser-based portal or receive administrative assistance to reset.
- The App integration shall allow customers to login using native authentication services (e.g., Touch ID and Face ID) on supported devices.

2.1.3 Electronic Passes

- Electronic passes should be able to be validated both visually and electronically.
- The solution shall support all types of fare passes including but not limited to:
 - One Ride Pass (one time use)
 - 10 Ride Passes (half-fare or regular)
 - 20 Ride Passes
 - 40 Ride Passes
 - DARTS Passes (Approved passengers)
 - RGP Passes (One way or Round Trip- Nash, Edgecombe, or Wilson)
 - Night Shuttle Passes (In-town or County Trips)
- Customers shall be able to view the full range of TRT tickets available to purchase in the App integration and via their browser-based account.
- It shall be possible for passes to be grouped and categorized by fare type so that customers select a category to view the range of passes available under that category.
- Favorite pass types can be accessible to users via their account.
- For each ticket the customer shall see the following information:
 - Ticket Name/Type
 - Price
 - Description
- It shall be possible to configure products that are restricted so are not available for general sale. (DARTS, Half Fare)
 - Only customer accounts granted permission can access these restricted products. For example, passes sold to certain universities, employers, groups or passes sold at reduced fare to qualifying riders.
- It shall be possible to configure the visual elements of each ticket so that different fares can display different visual elements.

2.1.4 Pass Purchase Process

- Customers shall be able to purchase the available passes from within the App integration or via their browser-based account.
- System should allow agency to set minimum value spent per transaction.
- It shall be possible to configure the maximum number of passes that a customer can purchase in a single transaction for a given ticket type.
- It shall be possible to configure the maximum number of passes that a customer can purchase and hold for a given ticket type within a set period.
- Customers shall be able to purchase multiple tickets in a single transaction.
- Customers shall be able to pay for fares on the app using all major credit and debit cards as well as digital wallets.
- Customers shall have the option to save their payment details securely for one or more payment methods.
- Customers shall be able to delete their saved payment details.
- A pass purchased in the App shall be immediately available in the App's ticket wallet.
- Only Ticket Purchasing requires a customer to have an active Internet connection to conduct the transaction. Any other ticket processes (activation and validation) shall be able to be performed in offline mode.
- Customers shall receive an electronic receipt of their purchase.

2.1.5 Stored Value Accounts and Fare Capping

- The Vendor shall be able to deploy stored value accounts (SVA).
- The SVA shall be used for the following use case:
 - Stored value as a funding source (to buy electronic tickets)
 - Stored value associated to an account-based token like a barcode or smartcard for use in account-based fare processing.
- The rider shall be able to add stored value to their account through the mobile app or browser-based portal.
- CRM/TRT shall have the ability to accept cash and add that value to a rider's account.
- All added/topped up value shall be available for immediate use.

2.1.6 Pass Wallet

- Customers shall be able to view their history of used passes
- Customers shall be able to view passes which have not yet been validated.
- Customers shall be able to view tickets which they are currently using.
- Device connectivity (either through WiFi or a data plan) shall not be required to view purchased tickets of any status.

2.1.7 Pass Activation

- Customers shall be able to activate unused ticket stored in their ticket wallet.
- Customers shall be able to activate multiple tickets at one time from one device.
- Passes must be able to be activated while offline (no Wi-Fi or cellular connectivity).
- The date and time of the activation shall be recorded.
- The app integration shall provide a means to make it clearly visible to inspecting staff when a ticket has been recently activated.
- The active ticket shall provide a 2D/QR barcode that can be scanned by either a handheld or fixed electronic validation device.
- The 2D/QR barcode solution does not need to be internet connected to scan the ticket and establish validity.
- The active ticket shall display:
 - Pass type
 - Number of remaining tickets available and an accurate update once a pass is validated.
- The active pass view shall include security measures which minimize the possibility of fraudulent use such as screenshotting, copying, replicating via an app, or sharing of a pass.

2.1.8 User-Experience Capabilities

- Ability to use passes for multiple riders from one device.
- Ability to buy and use tickets without creating an account as an anonymous purchase feature.

- Ability to use tickets in an offline environment or dead spots (cellular or Wi-Fi). Ability to purchase tickets from website and have those tickets appear on the passenger app or on the Smart Card.
- Ability to access order history from the app and online.
- Ability to change password for app log-in directly from the app and from website.

2.1.9 Ticket Validation

- The Vendor will supply a ticket validation solution for both visual and electronic validation.
- Vendor shall supply a preferred device(s) for electronic validation on both TRT's Fixed Route and Para-transit vehicles.
- The ticket validation solution includes measures to prevent fraudulent use.
- The ticket validation solution will validate tickets to prevent the re-use of used, cancelled, refunded tickets anywhere within the system
- The electronic validation software shall be highly secure, ensuring that validation logic is processed by the validator and not the mobile device.
- The electronic validation solution will record the details of tickets scanned, the validation results, the date and time of the scan event and the inspector that conducted the scan.
- The electronic validation solution will record the GPS location of scan events.
- The electronic validation solution will record the service or vehicle where ticket was scanned.
- The electronic validation solution supports recording and reporting inspection actions and results defined by CRM/TRT.
- An electronic validation solution will be provided for mobile inspection staff to scan tickets to establish their validity.
- The electronic validation solution will provide clear visual and audible indicators to inspection staff for the scan result.
- The electronic validation solution will be provided by way of mobile application available for Android and iOS operating systems.
- Tickets can be scanned and validated by the electronic validation solution without a live data connection (offline).
- The electronic validation solution handheld device supports the validation of both mobile and Smart Card tickets.
- The on-board electronic validation unit shall be able to integrate with the existing CAD/AVL system.
- The electronic validation solution shall be standalone from the farebox.

2.1.10 TRT Electronic Validators

- Validator must have its own secure processing capability.
- Validators must be sealed, water resistant and able to withstand the rough daily usage of being deployed on a bus.
- Components of the entire validator system (validation device and mounting equipment) shall be standard products whose assembly minimizes maintenance requirements.
 - The design shall not require the removal of one component to access another part of the system for repair.
- Unit must meet ADA guidelines regarding height, visual components, sound components, Braille identification, and the like.
- Updates to the devices should be received electronically and not require hands on update/modification.
- Specifications listed below should be considered the minimum technical requirements for the device.
- Unit Size
 - Unit shall be as compact as possible.
- Able to read the following formats:
 - NFC
 - Bluetooth LE
 - Barcodes

2.1.11 Delivery and Hardware Testing

- Schedule of the delivery of hardware to be agreed upon by Vendor and Metro
- Delivery of TRT fixed-route validators and TRT handheld validators for paratransit may be on different schedules

- Prior to full shipment of validators, Vendor shall ship 3 units for testing.
- Testing, in general, shall be proof of concept and allow CRM/TRT to see the software system and the hardware interact.
- Upon successful testing, Vendor will proceed with the delivery of the full set of validators.
- Warranty on the hardware shall not begin prior to proof-of-concept testing, nor prior to full hardware delivery.
- Warranty shall begin after the hardware has been delivered in full.
- Vendor to provide documentation outlining the details of the warranty, including but not limited to, warranty length and warranty coverage.

2.1.12 Handheld Validation

- Vendors shall provide a means of handheld validation of any electronic pass or barcoded smart card.
- Handheld validators shall be used by drivers on TRT's Para-transit vehicles.
- Validator shall be able to decode both electronic passes and smart cards.
- Passes should be able to be scanned and read within 500 milliseconds.

2.1.13 Smart Cards

- TRT expects the Vendor to supply Smart Cards compatible with the Vendor's proposed electronic faring system.
- Cards shall be delivered in standard boxed quantities. (i.e., 250, 500, etc.)
- All cards shall comply with ISO/IEC 14443-1 for physical characteristics and ISO/IEC 7810 ID1 for physical dimensions.
- Cards shall have a Ten-year warranty.
- Physical card body must be constructed with appropriate material for a durable useful life of minimum ten (10) years. The media shall comply with the most recent versions of ISO/IEC 10373 and ANSI INCITS 322 for durability.
- The cards shall have read/write performance of not less than 200,000 read/write cycles.
- Contractor shall adhere to all specified physical attributes of the cards to enable a ten-year warranty under normal packaging, shipping and use conditions within the local transit environment.
- Cards must be able to sustain functionality following exposure to various shipping/mailling conditions including extreme direct pressure, force and weight applied to all areas of the card surface.
- TRT card use conditions include everyday patron use within the transit environments.
- A logical serial number shall be printed on the back of the card.
- Cards shall use NFC technology for communicating with validators.
- Cards shall be available through the CRM Business office and TRT office.
- Cards shall be validated at the proposed TRT electronic validators.
- Cards shall be able to be connected to a user's Account. All fare type rules shall apply.
- All pre-printed graphics shall be protected by a clear coat that covers the entire surface of the card.
- Vendor to supply TRT with a document outlining the specifications of the card they are providing.
- Cards shall be able to be branded with TRT logos and nomenclature. Vendor to provide document specifying design guidelines, including colors that can be used, processes used for printing the card and any other limitations that TRT will consider when designing the look of the card. Vendors must submit, with their proposal, printed card samples.

2.2 Back Office

2.2.1 Customer Support

- The back office shall enable CRM/TRT to handle customer service directly with their customers.
- Customers shall be able to find CRM/TRT customer support contact details in the app integration.
- Access by authorized CRM employees to the customer support solution shall be secure and include user authentication.
- The customer support solution shall be fully compatible with a mainstream modern web browser such as Google Chrome.
- Authorized CRM/TRT employees shall be able to view the tickets that are currently available to customers to purchase.
- Authorized CRM/TRT employees shall be able to view the customer's account details:
 - Email address
 - Device details

- Relevant funding source attached to the account
- Authorized CRM/TRT employees shall be able to view:
 - The customer's ticket purchase history including the status of the ticket (Inactive/activated/expired)
 - When the ticket was purchased
 - When the ticket was activated
- Authorized CRM/TRT employees shall be able to block or unblock a customer's account.
- Authorized CRM/TRT employees shall be able to change rider type to permit access to restricted tickets.
- Authorized CRM/TRT employees shall be able to deactivate and reactivate a customer's account.
- Authorized CRM/TRT employees shall be able to issue full or partial refunds.
- Authorized CRM/TRT employees shall be able to cancel unused tickets from a customer's wallet.
- Authorized CRM/TRT employees shall be able to issue a new pass to a customer's wallet without taking payment.
- Authorized CRM/TRT employees shall be able to record and view notes on a customer's account.
- It shall be possible to have multiple authorized CRM/TRT employee user roles with different levels of permissions to the customer support functions.
- A CRM/TRT admin user role shall be able to:
 - Create new users
 - Assign user roles
 - Delete users
- Each customer record shall contain an audit trail of all transactions processed, tickets used, and scans validated.

VI. FLEET INFORMATION

The following vehicles are the focus of this RFP. All route vehicles operated by CRM/TRT Transit System will be equipped with standardized equipment, including mobile payment validators, and will be integrated with existing devices on the CRM/TRT vehicles. Specifications for cellular connectivity on CRM/TRT vehicles will need to be determined by the successful bidder and may be procured outside of this scope of work.

CRM/TRT FIXED ROUTE VEHICLES

Item #	Unit #	Year	Make	Model	Vehicle Type	Service Type
1	0412	2013	Chevrolet Express/Champion Challenger	4500	Cutaway Bus	Fixed Route
2	0415	2015	Ford E450 SD	E450	Cutaway Bus	Fixed Route
3	0416	2015	Ford E450 SD	E450	Cutaway Bus	Fixed Route
4	0417	2015	Ford E450 SD	E450	Cutaway Bus	Fixed Route
5	0418	2018	Ford E450 SD	E450	Cutaway Bus	Fixed Route
6	0419	2018	Ford E450 SD	E450	Cutaway Bus	Fixed Route
7	0420	2022	Ford E450 SD	E450	Cutaway Bus	Fixed Route
8	0421	2022	Ford E450 SD	E450	Cutaway Bus	Fixed Route
9	1701	2017	Gillig G27E102N2	G27E102N2	Bus	Fixed Route
10	1702	2017	Gillig G27E102N2	G27E102N2	Bus	Fixed Route
11	1703	2017	Gillig G27E102N2	G27E102N2	Bus	Fixed Route
12	1704	2017	Gillig G27E102N2	G27E102N2	Bus	Fixed Route
13	1705	2017	Gillig G27E102N2	G27E102N2	Bus	Fixed Route
14	1706	2017	Gillig G27E102N2	G27E102N2	Bus	Fixed Route
15	1707	2017	Gillig G27E102N2	G27E102N2	Bus	Fixed Route

16	1801	2018	Gillig G27E	G27E	Bus	Fixed Route
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CRM/TRT PARATRANSIT VEHICLES

Item #	Vehicle #	Year	Make	Vehicle Type	Service Type
1	11262	2011	Ford	Van	Paratransit
2	15324	2015	Ford	Van	Paratransit
3	15325	2015	Ford	Van	Paratransit
4	15326	2015	Ford	Van	Paratransit
5	15839	2015	Ford	Van	Paratransit
6	17116	2017	Ford	Van	Paratransit
7	18757	2018	Ford	Van	Paratransit
8	18758	2018	Ford	Van	Paratransit
9	18759	2018	Ford	Van	Paratransit
10	18760	2018	Ford	Van	Paratransit
11	18761	2018	Ford	Van	Paratransit
12	18762	2018	Ford	Van	Paratransit
13	19032	2019	Ford	Van	Paratransit
14	19033	2019	Ford	Van	Paratransit
15	19194	2019	Ford	Van	Paratransit
16	19195	2019	Ford	Van	Paratransit
17	19197	2019	Ford	Van	Paratransit
18	19198	2019	Ford	Van	Paratransit
19	19199	2019	Ford	Van	Paratransit
20	19430	2020	Ford	Van	Paratransit
21	19441	2020	Ford	Van	Paratransit
22	19442	2020	Ford	Van	Paratransit
23	20196	2020	Ford	Van	Paratransit
24	20197	2020	Ford	Van	Paratransit
25	20198	2020	Ford	Van	Paratransit
26	20199	2020	Ford	Van	Paratransit
27	20200	2020	Ford	Van	Paratransit
28	20201	2020	Ford	Van	Paratransit
29	20202	2020	Ford	Van	Paratransit
30	20203	2020	Ford	Van	Paratransit
31	20204	2020	Ford	Van	Paratransit
32	21488	2021	Ford	Van	Paratransit
33	21489	2021	Ford	Van	Paratransit

34	21627	2021	Ford	Van	Paratransit
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VII. ON-BOARD TECHNOLOGY

Fixed Route Vehicles

- GPS-based automated vehicle location technology

Paratransit

- CTS scheduling software tablet

VIII. PROPOSAL FORMAT

When submitting your Request for Proposal response, please provide details of your solution(s), and how it will meet expected outcomes and respond to the following questions:

1. Transmittal Letter: A transmittal letter must be submitted with the proposal which shall include:
 - The RFP subject and solicitation number.
 - Name of the firm responding, including mailing address, e-mail address, telephone number, and name of contact person or persons.
 - The name of the person or persons authorized to make representations on behalf of the firm and enter into a contract.
2. Describe your capabilities and experience in providing a cloud/account-based system that is used for payments for multi-modal transit trips.
3. Describe your capabilities and experience in providing web-based portals for management of payment accounts and products for the general public and institutions and for management of special programs such as discounts, benefits, and loyalty.
4. Describe your capabilities in developing an Application Programming Interface (API) or Software Development Kit (SDK) and your experience with third parties integrating your API or SDK.
5. Describe your capabilities and experience in working with third-party operators in a large geographic area to enable payments on their vehicles or for back-end integrations.
6. Describe your general experience in helping agencies implement cashless strategies.
7. Describe your experience in supporting partnerships with retail merchants for account reload, if applicable.
8. Provide information on total cost of ownership of solution that can meet CRM/TRT needs:
 - Provide a breakdown by capital and annual operating costs over the contract period, which includes any additional partners required.
 - Provide a breakdown of any integration costs related to supporting the system.
 - Provide details of payments as-a-service approach
9. Describe how your system would function and operate with the current on-board technologies such as AVL.
10. Describe if you have worked with or intend to work with Transit to provide the full MaaS platform.

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal submitted after the proposal deadline will be rejected. For hand delivered bids please note that the Frederick E. Turnage Municipal Building requires all visitors to sign in with the guard stationed on the first floor. Visitors will only have access through the building accompanied by a City employee.

[By Mail]

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
PROPOSAL NUMBER: 320-200923AG Attn: Alicia Gaines City of Rocky Mount PO Box 1180 Rocky Mount NC 27802	PROPOSAL NUMBER: 320-200923AG Attn: Alicia Gaines City of Rocky Mount 331 S. Franklin Street Rocky Mount NC 27802

For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the City's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the department's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

IX. TRAINING

The Firm shall provide a comprehensive training program that prepares CRM/TRT staff for operation, financial administration, elementary troubleshooting, maintenance, and System Administration of the System components provided by the Firm. The Firm's training program shall be led by knowledgeable staff and include formal and informal instruction, models, manuals, diagrams and component manuals and catalogs as required. Where practical and useful, training should be hands-on and should use actual system software and screens on a workstation and actual equipment on the fleets.

Training shall be focused on the following roles: Customer Service, Bus Operators, Financial Reporting, Maintenance, Planning and System Administration. The CRM/TRT will make available classroom facilities or meeting space for all training. If that is the preferred format. Electronic copies of all materials shall be provided. One physical set of training materials and manuals will be provided to TRT.

X. DOCUMENTATION AND INSTALLATION

Documentation: In addition to training manuals, system architecture, and design documentation must be provided. Prior to installation, the Contractor shall submit "typical" installation drawings or shop drawings detailing the design that shall be used for on-board and fixed-end equipment installation work. Separate shop drawings shall be provided for each vehicle type/model and for the fixed-end site work as applicable (such as for validator installations). If measurements differ from vehicle to vehicle (or from site to site), these variations shall be noted.

Updated System stack or network diagrams, to reflect changes to include any selected optional technologies or other changes since the proposal shall be provided. All documents should have updated and visible versions and revision numbers. The Contractor shall submit a complete Equipment List, Bill of Materials, and As-built documents at the completion of installation. The Bill of Materials must also be contained and included as part of the proposal. The As-Built Documents shall include (1) an inventory of all components supplied including supplier, model number, serial number, and installation location; (2) an inventory of all spare parts supplied including supplier, model number, serial number, and storage location; (3) all reference and user manuals for system components supplied by third parties; (4) all warranties documentation; (5) a diagram indicating all interconnections between components; (6) the version number of all software; and (7) software installation media if the solution is not centralized. The As-built documents must be approved before CRM/TRT grants Final System Acceptance.

Installation:

The Contractor shall provide project management and oversight of all installation work performed. The Contractor shall install the equipment to the highest standards, using experienced and knowledgeable personnel. All

installation work shall be scheduled so as not to disrupt or delay CRM/TRT. The Contractor shall make every effort to schedule the work around operating hours or peak times. If extensive installation and testing work will be required, some work may have to be accomplished during evening hours.

All System equipment installations shall be performed to an approved set of plans, which has previously been submitted and approved by the CRM/TRT or their representative. All installations shall be completed before the equipment is needed by the CRM/TRT and all installations shall be performed in accordance with all Federal, State, and Local laws and regulations. The Contractor shall adhere to all applicable installation standards, laws, ordinances, and codes as required by the latest editions of the NEC, IEEE, OSHA, or other governing sources.

XI. TESTING

All materials furnished and all work performed under the contract shall be inspected and tested. Should any inspections or tests indicate that specific hardware, software, or documentation does not meet the CRM/TRT requirements; the appropriate items shall be replaced, upgraded, or added by the Firm at no cost to the CRM/TRT and as necessary to correct the noted deficiencies. After correction of a deficiency, all necessary retests shall be performed to verify the effectiveness of the corrective action.

Test Procedures:

Test procedures that are based upon, and consistent with, the approved Test Plan shall be provided by the Firm to ensure that all System testing is comprehensive and verifies all the features of the devices, fixed equipment, software functions, and reports to be tested. The step-by-step activities associated with each test shall be listed in the test procedures. The following information shall be included in the test procedures:

- Test schedule
- Responsibilities of CRM/TRT personnel
- Record-keeping procedures and forms
- Procedures for monitoring, correcting, and retesting variances.
- Procedures for controlling and documenting all changes made to the System after the start of testing.
- A list of individual tests to be performed, and the purpose of each test segment.
- Identification of special hardware, software, tools, and test equipment to be used during the test.
- Copies of any certified test data (e.g., environmental data) to be used in lieu of testing.
- Detailed, step-by-step procedures to be followed.
- All inputs expected results and measurements for successful sign-off for the full implementation tests.

Unless otherwise stated, the Firm is responsible for all test logistics (e.g., arranging for vehicles and drivers, and providing other testing services) and coordination activities. The selected Firm shall:

- Be responsible for successfully completing all tests required.
- Furnish all test instruments and any other materials, equipment and personnel needed to perform the tests.
- Be fully responsible for the replacement of all equipment damaged as a result of the tests and shall bear all associated costs.
- Maintain comprehensive records of all tests.
- Notify CRM/TRT prior to each test activity.
- Provide test plans, procedures, records, and reports to CRM/TRT for approval.

Acceptance Testing:

The Firm shall submit an Acceptance Test Plan that defines testing and acceptance at CRM/TRT. The Plan

shall be submitted to CRM/TRT for approval of the Plan. The Plan shall:

- Describe how each testable specification requirement will be demonstrated, including the testing methodology.
- Describe what result constitutes a successful test.
- Identify the role and responsibility of the Firm and CRM/TRT representatives during each test.

The CRM/TRT, in its sole discretion, shall grant System Acceptance once it deems that all the required work of the Project is complete, and the following conditions have been met:

- Firm, in the CRM/TRT's sole determination, has substantially passed and has been given conditional approval of the Operational Test; and
- A "punch list" of items not yet in compliance has been delivered by the Firm and has been verified by the CRM/TRT and approved as complete.

The purpose of the Operational Test is to ensure that the System, as installed in the field, works properly as a fully integrated System.

XII. WARRANTY AND MAINTENANCE

The Firm agrees that the system and all related installation work shall be subject to the warranties and obligations set forth in this section. The warranties and obligations set forth in this Section shall commence upon system acceptance and end after the end-date of the Agreement, unless extended for a longer period. Fixed Pricing is requested for the warranty period(s).

During the warranty period, the Firm shall provide on-call support to assist the CRM/TRT in the maintenance of the System. This on-call support shall be provided on-site for hardware and operational troubleshooting of communications equipment, and over the phone, such as to answer questions regarding software, and missing or incorrect data. The firm shall include on-call support (on-site and/or remote) in its Cost Proposal, if applicable.

Defects or support requests related to System malfunctions that prohibit Automated Fare Collection shall be defined as critical. All non-critical warranty work on defective or non-complying installation work, or system hardware, or any software defects or errors that cause the software to fail to conform to the requirements of these specifications shall be performed at no cost to the CRM/TRT within fifteen (15) days of being notified in writing by the CRM/TRT or its representative. Any defects that affect the critical functions of the operations shall be fixed within 48 hours at no cost to the CRM/TRT during the warranty period(s).

The Firm shall maintain adequate resources for the replacement of all defective or noncompliant work or equipment, including test repair, warranty repair, spare modules, spare assemblies, spare components, and spare parts in furtherance of the warranty requirements and maintain sufficient relationships with qualified local technicians.

CRM/TRT will operate the System hardware and software in accordance with the Firm's specific instructions to maintain all warranties. However, the Firm shall hold the CRM/TRT harmless, and the Firm shall be responsible for repairing any damage from the CRM/TRT's improper operation of any System hardware or software resulting from the Firm's failure to provide adequate or correct training and/or complete operating manuals, software manuals, electrical drawings, complete computer program documentation and other documentation required to be furnished as identified within these specifications.

Installation Warranty:

The Firm warrants that all installation work and all System hardware and software furnished by the Firm including, but not limited to, all such work, and System hardware and software provided by sub-contractors, suppliers, or other manufacturers, shall be of good quality and free of any defects or faulty materials and

workmanship for the ONE-YEAR warranty period.

The Firm shall also guarantee that all installation work and system hardware and software shall perform according to the specifications for the one-year warranty period.

If the Firm upgrades its devices to ensure the continued and proper operation of the System as configured for Project, the Firm will assume all costs related to the hardware upgrade and there shall be no additional cost to the CRM/TRT

Availability and Mean-Time-Between-Failure (MTBF) Targets

All functions of the System, including those of the cellular communications network shall be designed, constructed, and implemented to perform as specified, without degradation in response times to meet the System availability targets provided below. The failure of any single component or device shall not render the System unavailable.

Availability Targets System or Subsystem Availability Target

- | | |
|--------------------------------|-------|
| • (%) Vehicle On-Board Systems | 99.0% |
| • Hosted System | 99.9% |
| • Passenger Mobile App | 99.5% |
| • Customer Website | 99.8% |

Availability for each of the above systems shall be calculated as follows:

- Total number of hours of downtime in a period. Total hours in time.
- For availability calculation purposes, a vehicle with a failure of Firm provided equipment will be considered unavailable from the time the failure is noted until the vehicle returns. to the yard at the end of that vehicle's service day. An exception to this will be allowed in cases where the failure is intermittent, and the failing operation is successfully performed in no more than two retries.

XIII. SELECTION CRITERIA

Method of Approach / 25 Points -The technical soundness of the firm's stated approach to the project, the comprehensiveness of the proposed approach, and the methodology/techniques to be used.

- The proposal should outline the type of deliverables anticipated over the course of the project.

Proposed Solution and Functionality / 30 Points – Evaluation of the proposed solution specifically highlighting the specifications, security, functionality, and compatibility regarding the overall need.

Capability and Qualifications / 20 Points – The qualifications, experience, and technical expertise of team members to be assigned to the project as specified in the proposal including Subs, and with reference to experience and technical quality on similar projects.

Cost Proposal / 20 Points - Attach a separate sheet titled Cost Worksheet itemizing each item of cost per year for a total of five (5) years.

- The worksheet should include a separate category for all possible fees broken down for each year. For example: Software cost (one time/implementation); Software cost (per year); Hardware cost, warranty and/or maintenance fee (per year); training fee; installation fee; cost for each optional feature, if any; and any other associated costs not already listed above.
- Provide a breakdown by capital and annual operating costs over the 5-year contract period, which includes any additional partners required.
- Provide a breakdown of any integration costs related to supporting the system.
- Provide details of payments as-a-service approach

DBE Participation / 0 or 5 Points – Evaluation shall be based on the participation of certified Disadvantaged Business Enterprises (DBE)

STEP TWO: Oral Presentations (CRM/TRT reserves the right not to include this activity)

Firms with the highest scoring proposals may be requested to make an oral presentation of their proposal. This presentation, if held, will provide an opportunity for the firm to clarify their proposal.

XIV. INSTRUCTIONS & GENERAL CONDITIONS

A. Firms Responsibility

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

B. Duty to Inquire

Should a Firm find discrepancies or omissions in this RFP, or should the Firm be in doubt as to the meanings, the Firm shall at once notify CRM/TRT in writing prior to the last day for written questions. If additional clarification is warranted, a written addendum will be sent to all persons or firms receiving this RFP.

C. Signature Requirements

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

D. Waiver

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

E. Revisions To RFP

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

F. Protest Procedures

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

G. Withdrawal of Proposal

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

H. Reserved Right

All firms are notified that the contract for this service is contingent upon Federal and State appropriations. If funding is eliminated, decreased, or not granted, CRM/TRT reserves the right to terminate any RFP; or any contract awarded hereunder or modify any contract or this RFP accordingly.

- CRM/TRT reserves the right to waive any minor irregularities in all Proposals.
- CRM/TRT reserves the right to reject all Proposals and re-solicit or cancel this procurement if deemed by CRM/TRT to be in its best interest, without indicating any reason for such rejection(s).
- CRM/TRT also reserves the right to enter into a contract with any Firm based upon the initial Proposal or based on the best and final offer without conducting oral interviews.

I. Prohibited Interest

No member, officer, or employee of CM/TRT or member of its Board during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

J. Notice to Proceed

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

K. Labor Provisions

North Carolina is a Right-to-Work state. The successful Firm shall be responsible for compliance with all applicable requirements of NC G.S 95-78

L. Protest Procedures

Any prospective Firm that is aggrieved in connection with the solicitation of a contract may protest to CRM/TRT Executive Director. Any such protest must be delivered in writing within five days of the issuance of the RFP or within five days of amendment thereto if the amendment is at issue. Any actual Firm, consultant, or sub-consultant who is aggrieved in connection with the intended award or award of a contract shall protest to the Executive Director. Any such protest must be delivered in writing within five days of the date the notice of award or intent to award is posted. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised.

This project is to be funded in part by FTA and is subject to FTA rules and regulations. FTA only accepts protest alleging that a grantee fails to have written protest procedures or has violated such procedures or fails to review a complaint or protest.

M. Cost of Proposal Preparation

CRM/TRT shall not be responsible for any cost or expenses incurred for the preparation of the Proposal in response to this RFP. Firms shall not include such expenses as a part of the price proposed. TRT and the CRM City Council shall be held harmless and free from all liability, claims, or expenses whatsoever, incurred by, or on behalf of any person or organization responding to this RFP. Costs related to Proposal preparation include, but shall not be limited to the following:

- Preparing proposals in response to this RFP.
- Negotiations with CRM City Council on any matter related to this procurement.
- Costs associated with interviews, meetings, travel, or presentations.

- Other expenses incurred by a Firm prior to formal Notice to Proceed for any agreement.

Appendix A – FTA Required Clauses for Third-Party Contractors and Sub-Agreements

No Federal Government Obligation to Third Parties

CRM/TRT 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 GLPTC, 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.

False Statements or Claims Civil and Criminal Fraud

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies 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 Contractor 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 Contractor to the extent the Federal Government deems appropriate.

The Contractor 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. § 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

Access to Third Party Contract Records

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third Party Contractors at each tier to provide: (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.

Changes to Federal Requirements

Contractor shall always comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the agreements between CRM/TRT and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

Termination

Termination for Default

CRM/TRT may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to perform the service within the time and manner specified herein or any extension thereof or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make

progress as to endanger performance of this contract in accordance with its terms; and in either of these two circumstances does not cause such failure to be corrected with a period of five (5) days (or such longer period as the Executive Director may authorize in writing) after receipt of notice from the Executive Director specifying such failure.

If the Contract is terminated in whole or in part for default, CRM/TRT may provide, upon such terms and in such manner as the Executive Director deems appropriate, services similar to those so terminated. The Contractor shall be liable to CRM/TRT for any excess costs for such similar services and shall continue the performance of the contract to the extent not terminated under the provisions of this clause. If after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CRM/TRT.

The rights and remedies of CRM/TRT provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience or Suspension for Convenience

CRM/TRT may, for its convenience, suspend or terminate the work in whole or in part at any time by written notice to Contractor stating the extent and effective date of such suspension or termination, whereupon Contractor shall suspend or terminate the work to the extent specified.

If this Agreement is suspended, Contractor may be issued a change order to reflect any schedule adjustment, and all reasonable and demonstrable costs incurred by Contractor due to any such suspension. CRM/TRT shall pay all outstanding balances scheduled for payment for charges incurred prior to the effective date of suspension.

If this Agreement is terminated by CRM/TRT for convenience, CRM/TRT shall be responsible for all eligible costs, expenses, and profit incurred by Contractor in connection with the Project prior to the effective date of termination.

Civil Rights

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age A-25 Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private

entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Disadvantaged Business Enterprise (DBE)

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.

The Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Contract performance.

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 CRM/TRT deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Incorporation of FTA Terms

This Agreement includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CRM/TRT requests which would cause CRM/TRT to be in violation of the FTA terms and conditions.

Debarment and Suspension

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. (2) It will not enter into any “covered transaction” (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants. (3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 CFR Part 1200. (4) It will ensure that its Third-Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions. (5) If the Recipient suspends, debar, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:

(i) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement; (ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or (iii) FTA Chief Counsel.

Buy America

The Recipient agrees that statutory and regulatory Buy America provisions that apply to federal assistance authorized for FTA differ from those that apply to federal assistance authorized for FRA. Therefore, the Recipient agrees that: (1) It must comply with FTA’s statutory and regulatory Buy America provisions to the extent that the purchases are for a Project or related activities that implement the Underlying Agreement; (2) It must comply with FRA’s statutory and regulatory Buy America provisions, section 301(a) of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA), Pub L. 110-432, October 16, 2008, and 49 U.S.C. § 24405(a), to the extent that the purchases are required to comply with FRA Buy America requirements; and

103 (3) If it uses federal assistance authorized for FTA and for FRA to finance a purchase, the Recipient agrees to comply with both FTA's and FRA's requirements.

Resolution of Disputes, Breaches, or Other Litigation

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

Unless otherwise directed by CRM/TRT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Lobbying

1. The undersigned 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 A-48 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.

Clean Air

Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Water

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to BCDCOG and understands and agrees that BCDCOG will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees:

1. It will not use any violating facilities.
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. 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).

Energy Conservation

The Contractor 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.

Conformance with ITS National Architecture

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

ADA Access

Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37; and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36

C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

Electronic and Information Technology

The Recipient agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

Appendix B – Representations & Certifications

Certificate Regarding Lobbying

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

(a) 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 Certifications and Assurances Fiscal Year 2021 8 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.

(b) 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.

(c) 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.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Company Name: _____

1. By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.
2. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Council may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Council if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “bid,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29. You may contact the Council for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Council.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is [Project Name] [Contract Number] Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion [Project Number] 00457-2 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Council may pursue available remedies

including suspension and/or debarment.

CERTIFICATION

1. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its “principals” (as defined at 49 CFR section 29.105(p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify the statements in this certification, such prospective participant shall attach an explanation to this certification.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

Buy America Certification

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.

A bidder or Firm 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.

Certification requirement for procurement of steel, iron, or manufactured products. Certificate of Compliance with 49 U.S.C. 5323(j)(1) The bidder or Firm hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1) The bidder or Firm hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

Certification Regarding Conflict of Interest

1. Certification. The Firm hereby acknowledges that, to the best of its knowledge and belief: (Choose One)

_____Determined that there are no relevant facts or circumstances which could give rise to conflicts of interest. (Firm may provide an explanation or any supporting documentation).

OR

_____Determined that one or more conflicts of interest exist. (Firm must provide a Mitigation Plan).

2. Flow-Down. The Firm acknowledges that Conflict of interest flows down to each of its subcontractors and subconsultants.

3. Continuing Obligations. The Firm has a continuing obligation to the CRM/TRT to disclose conflicts of interest to them during the solicitation phase or, if awarded a contract, throughout the duration of the contract. During the solicitation, the Disclosure and Certification Regarding Conflict-of-Interest Form(s) and any related mitigation plan(s) must be submitted to the Procurement/Contracts Administrator.

By signing below, the Firm certifies that the information contained in this form is accurate to the best of its knowledge, and that the Firm agrees to comply with the requirements herein. The Firm has a continuing obligation to CRM/TRT to disclose conflicts of interest during the solicitation phase or, if awarded a contract, throughout the duration of the contract.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

ATTACHMENT A: PRICING

The undersigned, as a bidder, proposes and agrees if this quote is accepted to contract with the City of Rocky Mount for the scope of work described in section V., and to the full and entire satisfaction of the City of Rocky Mount for the sum of:

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	Each	Year 1: Base cost for initial set-up* (including installation)	\$	\$
2	1	Annual	Year 2: Annual Subscription Fee	\$	\$
3	1	Annual	Year 3: Annual Subscription Fee	\$	\$
4	1	Annual	Year 4: Annual Subscription Fee	\$	\$
5	1	Annual	Year 5: Annual Subscription Fee	\$	\$

TOTAL PRICE: \$

ATTACHMENT B: IRAN DIVESTMENT FORM

Iran Divestment Act Form

RFP/RFQ Number (if applicable): _____

Name of Contracting Party or Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-55 et seq. *

Pursuant to N.C.G.S. §147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

Signature _____ Date _____

Printed Name _____ Title _____

N.C.G.S. §147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

* Note: Enacted by Session Law 2015-118 as N.C.G.S. §143C-55 et seq. but has been renumbered for codification at the direction of the Revisor of Statutes.

Disadvantaged Business Enterprise (DBE) Certification

Has the Firm been certified by the state of North Carolina as a Disadvantaged Business

Enterprise?

_____ Yes

_____ No

If no, has the Firm been certified by any other US State, Territory or Protectorate as a Disadvantaged Business Enterprise?

_____ Yes

_____ No

If yes, attach a copy of the current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____