



## CITY OF DURHAM

FINANCE DEPARTMENT  
PURCHASING DIVISION  
101 CITY HALL PLAZA (ANNEX)  
DURHAM, NC 27701  
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[www.durhamnc.gov/departments/purchasing/](http://www.durhamnc.gov/departments/purchasing/)

### **IMPORTANT BID DOWN LOAD NOTICE**

To ensure that all bidders using the Purchasing Division's Web Site are kept up to date on any addendums, changes, or informational notices; please send an e-mail to [joe.clark@durhamnc.gov](mailto:joe.clark@durhamnc.gov) , indicating which bid was downloaded. Failure to complete this important step may render your bid as non-responsive.

Thank you.

**REQUEST FOR PROPOSALS TO PROVIDE COMPUTER-AIDED DISPATCH (CAD) /  
AUTOMATIC VEHICLE LOCATION (AVL) / REAL-TIME INFORMATION SYSTEM**

Pursuant to Section 143-129.8 of the General Statutes of North Carolina, the City of Durham will receive proposals for the delivery and installation of a Computer-Aided Dispatch (CAD) / Automatic Vehicle Location (AVL) Real-time Information System for the Durham Area Transit Authority (DATA) and Triangle Transit (formerly TTA). The City of Durham will allow the town of Cary to be added to the system based on their individual needs and fleet characteristics over a 60-month contract period.

A pre-proposal conference call will be held on February 19, 2010 at 10:00 a.m. The number to call is 877-959-2345. Your guest ID number is 22690.

**Proposals are due by 4:00 p.m. on March 12, 2010.** Separate contracts will be awarded by the City of Durham and Triangle Transit Authority respectively. Contract award by the Durham City Council is expected to occur **no later than April 30, 2010**. Thereafter, the City of Durham will complete contracts for the specified.

Proposals are to be delivered to:

City of Durham, Purchasing Division, 101 City Hall Plaza (Annex Bldg.), Durham, NC 27701

Three (3) copies of your proposal should be submitted.

Issuance of this Request for Proposal does not commit the City of Durham to award a contract, to pay any costs incurred in preparation of a bid or to procure or contract for related services or supplies. This procurement is using 100% grant funds from the American Reinvestment and Recovery Act. All bidders must certify they are not on the Comptroller General's list of ineligible contractors. The successful bidder(s) shall be required to comply with all applicable Equal Employment Opportunity laws and regulations. Disadvantaged Business Enterprises will be afforded full opportunity to submit bid proposals and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability.

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## Section 1: General Information and Introduction

### A. Purpose of Solicitation

The city of Durham, as a lead agency, is soliciting proposals for the procurement of a Computer-Aided Dispatch / Automatic Vehicle Location system (herein named "CAD/AVL") for the Durham Area Transit Authority (DATA) and Triangle Transit (formerly TTA). It is also the intent that the town of Cary be allowed to purchase off of this procurement within two years of the execution of a contract between the city of Durham and the selected vendor.

The purpose of this Request for Proposal (RFP) is to define the City's minimum requirements, solicit proposals for the project, and gain adequate information by which the city of Durham may evaluate the available products and services offered by the vendors. This procurement will be awarded based on competitive proposal procedures. Competitive proposal contracts shall be awarded in accordance with G.S. Section 143-129. This project will use 100% funding through the American Recovery and Reinvestment Act (ARRA).

#### *Definitions:*

City of Durham: Party that is issuing this RFP and will contract with the selected vendor on behalf of the Durham Area Transit Authority (DATA) and Triangle Transit.

Durham Area Transit Authority (DATA): Local bus service operator in the City of Durham.

Triangle Transit (formerly TTA): Regional bus service operator in for the Research Triangle Area of North Carolina (Raleigh/Durham/Chapel Hill).

### B. Project Description

This project will provide DATA and Triangle Transit with an integrated CAD/AVL system. The system will use GPS-based positioning, data networks, and bus schedule/stop data to provide vehicle location status and arrival predictions for transit agency use (via dispatch workstations, road supervisor workstations, and customer service workstations), and for customer use via passenger information signs at select bus stops. It is expected that the CAD/AVL software will be provided via licensed software or licensed web-based access. The CAD/AVL hardware will be installed on the all 132 vehicles in the DATA and Triangle Transit fleets (DATA – 72 vehicles, Triangle Transit – 59 vehicles).

This project will not include a real-time passenger information system that is accessible to the public through the web or mobile technologies. Triangle Transit will advertise an RFP for a Regional public real-time passenger information system, which will display real-time bus locations and arrival predictions for multiple transit agencies in one interface. It is imperative that the real-time location and arrival predictions generated by this CAD/AVL system are able to interface with the regional public real-time project (see more in "Technical Specifications", section 4 part G).

The final system shall also include integration with the following hardware components already existing on DATA and Triangle Transit buses:

- Digital Recorders Automatic Vehicle Announcement System (AVAS)
- TwinVision Destination Signs
- GFI Odyssey Fareboxes

- UTA Automatic Passenger Counters (APC's)
- Digital Recorders DR500 and DR600 Vehicle Logic Units
- Bulk Data Transfer via Wi-Fi (802.11g)

### C. Project Management

The vendor shall appoint a Project Manager who will be permanently assigned in this capacity through the warranty period. The Project Manager assigned to the project shall have the authority to make commitments and decisions that are binding for the vendor. The Project Manager shall assure the city that the system provided meets both the near and long term needs of DATA and Triangle Transit's operations as spelled out in this RFP. The Project Manager shall ensure that a service contract is in place for the vendor's complete system, including all hardware, software, and maintenance.

The City of Durham will also designate Project Managers to coordinate all project activities on behalf of the city of Durham and Triangle Transit. All project-related communications between the city and the vendor will be coordinated through and by the respective Project Managers. Designated project managers for the city of Durham and Triangle Transit are:

Pierre Osei-Owusu  
Transportation Planner  
City of Durham  
919-560-1535, ext. 36214  
[pierre.osei-owusu@durhamnc.gov](mailto:pierre.osei-owusu@durhamnc.gov)

Brian Fahey  
Customer Service Manager  
Triangle Transit  
919-485-7465  
[bfahey@triangletransit.org](mailto:bfahey@triangletransit.org)

All questions must be in writing and directed to the issuing office, addressed to the Project Managers. The interested party must confirm telephone conversations in writing. Questions are due no later than 7 calendar days prior to the proposal due date.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Project Managers will make that decision.

### D. Project Goals & Objectives

The CAD/AVL system will provide multiple opportunities for growth and improvement of DATA and Triangle Transit. We expect to improve customer satisfaction with our services by removing uncertainty about bus arrival times. We expect to improve the public perception of the quality of our services as potential customers see that we are bringing technological improvements that they've become accustomed to in other areas of their lives. We expect that both of these improvements will lead to increases in ridership attributable to this investment.

Furthermore, with the availability of this system, we expect to work with our county emergency management planners to incorporate this new technology into plans for communicating with the public, and managing publicly-owned vehicles that may be needed in an emergency.

We expect to be able to accomplish these goals by taking the following steps:

1. Installing the CAD/AVL system on the fleet of 131 buses at DATA and Triangle Transit.
2. Disseminating predicted vehicle arrival information to passengers through passenger information signs at the Triangle Transit and Durham transfer stations, and select stops.
3. Integrating this application with a regional real-time passenger information system (to be procured by Triangle Transit), to allow the public access to real-time bus location information and arrival predictions via internet and mobile technologies (i.e. mobile web, text messaging).
4. Utilizing data from the regional trip planner (in .csv or Google Transit Feed format). We expect to be able to use existing data sources from the our regional trip planner application or Google Transit to maintain the data for this application.
5. Disseminating predicted vehicle arrival information to passengers through phone, including integration with NC 511 Traveler Information System (future enhancement).
6. Utilizing the dispatch tools to improve the safety and efficiency of operations of the transit vehicle fleets.

## E. Agency Profiles

### *Durham Area Transit Authority (DATA)*

The City of Durham assumed the operation of the local bus system in 1991, naming it Durham Area Transit Authority (DATA). DATA contracts for the provision of its fixed route service and paratransit service every five years. The fixed route system includes 72 buses providing over 15,000 passenger trips daily on 18 different bus routes. Public transportation is our link to the community, our family and friends, to work, shopping, and play. In Durham, the DATA network provides effective transit service by building public support and increasing awareness of how public transportation improves our quality of life. We offer mobility and accessibility to universities, hospitals, schools, businesses, and shopping centers as we strive to provide congestion relief, cleaner air, and economic development-all in comfort and safety.

### *Triangle Transit (formerly TTA)*

Triangle Transit operates regional bus and shuttle service, paratransit services, ridematching, vanpools, provides commuter resources, and an emergency ride home program for the Raleigh-Durham-Chapel Hill area including Apex, Cary, Chapel Hill, Durham, Garner, Hillsborough, Knightdale, RDU International Airport, Raleigh, The Research Triangle Park, Wake Forest, Wendell, and Zebulon.

Triangle Transit operates 24 weekday routes from 5:30am – 11:45pm; and 4 routes on Saturdays from 6:30am – 7:00pm.

Triangle Transit improves the region's quality of life by connecting people and places with reliable, safe, and easy-to-use travel choices that reduce congestion and energy use, save money, and promote sustainability, healthier lifestyles, and a more environmentally responsible community.

F. Vendor Activities

The project schedule will include all Vendor activities related to the CAD/AVL project, including the following, where applicable:

- Software design, coding, implementation, and integration
- Component integration
- Factory testing
- Shipment

G. City of Durham and Triangle Transit Activities

The project schedule will include all Triangle Transit activities required for the Vendor to complete the project, including the following:

- Route and Schedule Data submission
- Document review and approval

H. Insurance Requirements

Contractor shall purchase and maintain insurance coverage for not less than the following:

**Commercial General Liability**, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$1,000,000 per occurrence, with an annual aggregate on not less than \$2,000,000.

**Commercial Auto Liability**, covering:

- Symbol 1, all vehicles
- Combined single limit of \$1,000,000
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the AL section of the certificate, in lieu of an original endorsement)

**Professional Liability**, covering:

- Covering claims arising out of professional advisement / consultation services performed in connection with this contract
- Self-insured retentions/deductibles in excess of \$25,000 must be approved by the City Finance Director
- Combined single limit not less than \$1,000,000 per occurrence; if coverage is only available on claims made basis, then additional coverage requirements may apply, subject to review of City Finance Director

**Builder's risk and installation floater**, covering

- work in progress
- materials and equipment, on and off site
- deductible to be paid by contractor; deductibles greater than \$10,000 must be approved by Finance Director.

**Workers' Compensation Insurance**, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

**Insurance shall be provided by:**

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better.

**Insurance shall be evidenced by a certificate:**

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates shall be addressed to:  
City of Durham, North Carolina

Attention: Finance Director

101 City Hall Plaza

Durham, NC 27701

- The insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.



**Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**Builders Risk Insurance Coverage**

The (Owner or CM) shall procure and maintain Builder's Risk Insurance which provides "All Risk" coverage on the buildings, structure of work, materials and property of the project in the care, custody or control of contractors or subcontractors. The policy or policies shall be in the name of the (Owner or CM), but coverage will be extended to (Owner or CM), all Contractors and Subcontractors of any tier as their interests shall appear, and this shall be so stated on the Certificate of Insurance provided. A waiver of subrogation shall exist for all parties to the policy. A Contractor or subcontractor whose negligence results in a loss may be held responsible by Owner for up to \$5,000 of the deductible amount.

This policy will provide coverage for "Cold Testing," excess of any applicable manufacturers' or installers' warranties or guarantees.

The Builder's Risk policy does not provide coverage for Contractor's equipment including owned, used and leased equipment required to perform the services called for in the Contract Documents. Furthermore, the Builder's Risk policy does not provide business interruption or delay-in-completion coverage for any contractor.

The Waiver of Subrogation under the Builder's Risk Policy shall not benefit any architects or engineers for claims arising out of the rendering of or failure to render professional services.

**All-Risk Contractor's Equipment Insurance** covering owned, used, and leased equipment required to perform the services called for in the Contract. This policy shall contain a waiver of subrogation in favor of the Construction Manager and the Owner.

I. (ITS) Intelligent Transportation System

The National ITS Architecture (the Architecture) was developed by the United States Department of Transportation (USDOT) to facilitate seamless, integrated deployment of intelligent transportation systems across the United States. The Architecture supports a structured, systematic analysis of transportation problems and issues and provides a framework for providing technological solutions to these local, regional, and national transportation issues.

The Triangle Region of NC has developed a regional ITS Architecture plan that is available at <http://www.ncsmartlink.org/strategic/default.htm>. The needs to be addressed by this project include lack of real time information for travelers and when a vehicle will arrive at a particular stop. This real-time location and arrival prediction data from this project will be integrated with the regional public real-time passenger information system; and in the future, with the statewide

511 Traveler information systems. Triangle Transit and DATA will utilize exported data from the regional trip planner system for import into this CAD/AVL system to ensure data consistency.

This project must adhere to the full range of ITS standards whose development is being sponsored by the USDOT. These standards spell out specifically how data are to be defined, packaged, and shared between and among ITS systems. The table in the appendix lists known ITS Standards. It is the responsibility of the vendor to make the city of Durham aware of any other standards that shall apply to this project and to use the latest standards developed.

J. Project Timeline

<b>DATE</b>	<b>EVENT</b>
February 8, 2010	Advertised in Local Newspapers, Passenger Transport, online, etc
February 8, 2010	Issuance of RFP
February 19, 2010	Pre-proposal Conference Call, 10:00 a.m., the telephone number is 877-959-2345 and the guest ID is : 22690
February 23, 2010	Submission of written questions due
February 26, 2010	Questions answered
March 12, 2010	Submittal of proposals
March 15 – 26, 2010	Demonstration of product: Selected proposers will be scheduled to make a demonstration of their product in Durham, NC.
March 29 – April 1, 2010	Evaluation: During this period the Evaluation Committee will conduct a full, detailed evaluation of the proposals and references.
April 30, 2010	Contract awarded by the Durham City Council
May 3-7, 2010	Contract negotiations begin, notice of selection issued.
December 1, 2010	System must be fully tested, accepted and operational.

## Section 2: Durham Area Transit Authority (DATA) Fleet Description

# of Vehicles	Manufacturer	Year	Fare Box	Head Sign	Stop Annunciation	Radio
8	Gillig 40 ft Phantom	2000	GFI Odyssey	TwinVision	DR600	Motorola XTL2500
3	Gillig 40 ft Phantom	2001	GFI Odyssey	TwinVision	DR600	Motorola XTL2500
29	Gillig 40 ft low floor bus	2003	GFI Odyssey	TwinVision	DR500	Motorola XTL2500
1	Gillig 40 ft low floor bus	2005	GFI Odyssey	TwinVision	DR500	Motorola XTL2500
6	Gillig 40 ft low floor bus	2008	GFI Odyssey	TwinVision	DR600 (5) / DR500 (1)	Motorola XTL2500
5	Goshen 26 ft Cutaway	2008	GFI Odyssey	None	None	Motorola XTL2500
20	Gillig 40 ft hybrid diesel-electric	2008	GFI Odyssey	TwinVision	DR600	Motorola XTL2500
<b>72</b>	<b>Total Fleet Size</b>					

- DATA has Automatic Passenger Counters (APC's) installed on 5 vehicles that have DR600's installed.
- DATA has no mobile data terminals (MDT's) installed on the vehicles. Operators use Digital Recorders DR600 and DR500 Vehicle Logic Units (VLU's) for log in. Note: It is likely that by the time of purchase that DATA will have replaced all existing DR500 units with DR600 units.
- DATA does not have WLAN or Tri-band antennas installed on any vehicles.

### Section 3: Triangle Transit Fleet Description

# of Vehicles	Manufacturer	Year	Fare Box	Head Sign	Stop Annunciation	Radio
23	Gillig 35 ft low floor bus	2009	GFI Odyssey	TwinVision	DR600	Motorola
20*	Gillig 40 ft low floor bus	2008	GFI Odyssey	TwinVision	DR600	Motorola
5	Goshen 26 ft Cutaway	2008	GFI Odyssey	TwinVision	DR600	Motorola
8	Thomas 40 ft coach bus	2001	GFI Odyssey	TwinVision	DR600	Motorola
3	Thomas 40 ft coach bus	2000	GFI Odyssey	TwinVision	DR600	Motorola
<b>59</b>	<b>Total Fleet Size</b>					

\*Triangle Transit purchased 8 of these vehicles and they will arrive in April, 2010.

- Triangle Transit has Automatic Passenger Counters (APC's) installed on 21 vehicles (19 Giligs, 1 Goshen).
- Triangle Transit has no Multiple Data Terminals (MDT's) installed in their fleet. Operators use Digital Recorders DR600 Vehicle Logic Unit (VLU) for log in.
- Triangle Transit has WLAN and Tri-band antennas installed on 34 vehicles.

## **Section 4: Technical Specifications**

### **A. System Purpose and Functions**

The CAD/AVL system will comprise of all of the hardware and software used to provide CAD and AVL displays and functions to the agency staff (via dispatch workstations, road supervisor mobile workstations, and customer service workstations), determine schedule adherence of the vehicles, calculate arrival predictions, and transmit arrival predictions to digital information signs at transfer stations and select bus stops. The vendors are required to explain how their proposed system will maximize use of existing on-vehicle hardware and software components.

### **B. Hardware Requirements and Features**

It is the intent of this specification to provide for high-quality, state-of-the-art, commercially-rated equipment that is designed, manufactured, and installed for public transit service, which requires long life and high reliability under adverse conditions. The following are specific requirements:

The overall CAD/AVL equipment construction shall meet the highest current standards for continuous-duty operation in public transit service, unless otherwise specified. Components shall operate within the manufacturer's specified limits under all reasonably expected operational conditions.

Vehicle equipment shall be new, current model year, and in first class condition, unless otherwise noted.

All electronic equipment shall be solid-state design, with the exception of any relays necessary, which shall be sealed.

The Vendor shall guarantee that all equipment and material furnished meets or exceeds all the requirements of this specification and of the manufacturer's specifications, unless compliance is waived by the city of Durham. Acceptance of the equipment or material will not constitute waiver of this requirement.

The Vendor shall provide all vehicle wiring and connectors required for the equipment. The wiring and connectors shall be appropriate to the transit environment where the equipment is to be installed. Shielded cables shall be provided where necessary to avoid interference problems.

Spares and expansion items shall be readily available for at least seven (7) years after installation. Delivered hardware shall include all applicable engineering changes and field changes announced by the equipment manufacturer since it was produced. A complete list of spare parts along with corresponding prices must be included in the proposal. The effective period for the price list must be supplied. All spare parts must be available for a period of seven (7) years unless otherwise identified. Adequate spare parts must be provided to ensure timely system restoration.

The vendor shall include separate descriptions of their recommended operational end hardware (dispatch console, fixed-end computing and communications equipment) and server hardware.

DATA and Triangle Transit consider the ability to readily interface to a wide variety of on-board devices manufactured by various suppliers as a crucial element in providing facilities and services required to meet future regulatory and service demands. DATA and Triangle Transit prefer that all in-vehicle equipment, purchased under this contract and options purchased in the future, interface to and be controlled by the Vehicle Logic Unit (VLU). The vendor shall describe how their proposed system shall interface with the current AVAS system (DR600 based system provided by Digital Recorders) and other on-board equipment including:

- Digital Recorders Automatic Vehicle Announcement System (AVAS)
- TwinVision Destination Signs
- GFI Odyssey Fareboxes
- UTA Automatic Passenger Counters (APC's)

DATA and Triangle Transit desire a Global Positioning Based (GPS) – Automatic Vehicle Location (AVL) System. It is desired that the vendor integrate to the existing GPS receiver through the DR600 units that are installed on most DATA and Triangle Transit vehicles. This unit is capable of sending GPS status and location in NEMA and Rockwell binary formats. In all other instances, the vendor shall provide GPS units, and all necessary connections required to monitor the locations of all vehicles. The GPS units shall be parallel (dedicated channel) tracking receivers, capable of simultaneously tracking at least eight (8) GPS satellites in the best geometry for a position fix, and providing time signals to the vendor-provided on-board equipment or equivalent.

The vendor will list the information the GPS units will collect and report. The GPS units shall have a cold start Time To First Fix (TTFF) solution time of two minutes or less and a signal reacquisition time of 15 seconds or less (following the loss of the signal for at least one minute). The GPS units shall support all Block I, Block II, and Block IIR GPS satellites that are operational at the time the GPS equipment is delivered. The minimal positional accuracy must be included in the vendor response.

The function shall use the Global Positioning System (GPS) to determine the vehicle location, time, heading, and speed. It shall report the information over the mobile data communications network:

- at regularly scheduled intervals (no more than 30 seconds)
- at time-point arrival and departure
- as part of significant events such as emergency alarms (EA)

### C. Software Requirements and Features

It is the intention of the City of Durham and Triangle Transit to procure a system solution that uses off-the-shelf technologies to the highest degree possible and that takes full advantage of the existing installed hardware and software on vehicles, but also minimizes any operational impacts to passengers, bus operators, and dispatchers. The vendor should minimize system customization in favor of off-the-shelf solutions but should identify any impacts to desired operations that the off-the-shelf solution may have on system users. If new or custom software must be developed to meet these requirements, this shall be indicated in the proposal. All

network, database, and operating system software shall be standard off-the-shelf products produced by well-established and reputable companies. All software shall be provided on removable media that could be used to re-install the software if necessary.

The CAD/AVL system shall provide the workstation user with easy access to vehicle status and other data elements described below. These shall be presented in a variety of ways including text or list displays, map displays, pop-up displays, reports, etc. The applications shall be provided within the traditional Microsoft Windows paradigm. These include: dockable windows, drop-down menus, toolbars, mouse clicks, mouse-over, etc. Functions shall be available from menu, list or maps as appropriate. That is to say, that a commonly used function like “track vehicle” should be available from the menu bar, a map view and a text view. Due to the fact that this is a joint procurement, the desired software shall be configurable to allow each agency to view only their buses and routes, but allow a configuration with routes from both agencies. It is desired that, at a minimum, the following variables be available for viewing by staff at DATA and Triangle Transit for both bus systems:

- Route Names
- Direction of Travel
- Status
- Stop (last, next, timepoint, non-timepoint)
- Arrival/Departure Prediction

The workstation software shall support desktop expansion across multiple monitors. Specific details of the interface and function requirements are provided below.

#### *List Views*

The system shall provide dispatch with configurable text-based list windows to view the status of each vehicle in service. These windows shall allow users to filter the views of vehicles based upon various criteria including but not limited to:

- Vehicle type
- Vehicle IDs
- Operator IDs
- Status
- Schedule Adherence
- Route/Pattern
- Stop (last, next, timepoint, non-timepoint)
- Emergency
- Off-Route
- Out of Service
- In Service
- Assigned Dispatcher
- Communications Pending

Each entry in the list view will be colorized to reflect the highest priority status of the vehicle. For example, if a vehicle is late and has an Emergency Alarm (EA) active, its list view will be colorized to reflect the EA status. When the EA is resolved, the colorization will reflect the Late status. Priorities will be configurable by DATA and Triangle Transit.

A variety of real-time information shall be available to workstation users including but not limited to:

- Vehicle ID
- Driver Name
- Workpiece
- Pattern
- Schedule status (on-time, early, late, Early Departure, Late Pull-out, etc.)
- Number of minutes of schedule deviation
- Indicator of vehicle reporting performance (reporting latency)
- Operational Status (In Service, Out of Service, Emergency, Off-Route, etc.)

The schedule status shall be updated at each time-point along the route at a minimum. The text lines for each vehicle displayed shall be color coded according to status. This color code shall match the colorization of the vehicle on the map.

The dispatcher shall have the ability to choose a vehicle from the map or from any of the text windows and change the log in information for the selected vehicle. This log in information must be communicated with the vehicle and synched with the other technologies on the vehicle that require this information (GFI Odyssey Farebox, DR600/DR500, AVAS, TwinVision, APC's).

Vendors are required to provide a description of the information available on this display, as well as screen snapshots of this display and an explanation of how the dispatcher would access this information.

#### *AVL Map Display*

The CAD/AVL system shall provide an integrated mapping component that will allow configurable displays of the various map layers to include streets, highways, points of interest, routes, stops (timepoints & non-timepoints) and vehicle data. The mapping system shall be capable of displaying vehicle data on multiple filtered windows.

The vendor shall provide maps of the Raleigh-Durham and surrounding area in ESRI shape file format. Vendors shall describe the maps that will be provided and how their product will allow for configuration of visible maps layers, colors of map features, etc. This shall include update schedules and any other advantages of the proposed map products.

The mapping views shall provide standard map display features such as zoom in or out, pan in any direction, and point-and-click on features and vehicles to get information. Map details shall be reduced as the user zooms out to minimize clutter on the map displays. In addition, each map window shall be able to be manipulated independently of the others. The vendor is required to describe in detail the interaction of the workstation user with the map displays.



Mapping data displays shall track and display vehicle locations in near real time, and shall update automatically as vehicles report their locations and status. The vehicle icon on the map shall use shape, color, and labels to indicate a configurable subset of the following:

- Vehicle Type
- Vehicle ID
- Operator ID
- Operator Name
- Route
- Workpiece or Route Block
- Direction of travel
- Communications Status
- Modem IP and MAC address
- Time of last report
- GPS Status
- Operational Status
- Speed
- Latitude
- Longitude
- Closest street address to last report
- Last and next time-point stop visited
- Last and next non-time-point stop visited

Those data elements not chosen for vehicle icon labels shall be available via a mouse click to activate a pop-up dialogue.

The map interface shall allow the user to create multiple views. Views are map windows with user defined filters with full map capabilities that act independently from the other map windows/views. The user shall be able to add and delete views, select a view from a list of previously defined views, and delete a view. However, access to this function may be limited by the system administrator. The preferences shall be saved in the system according to the log in ID for the dispatcher so that the configuration view is saved between user sessions. Default configurations shall be provided that can be configured by other system administrator that are available to all users of the system.

The map interface shall provide the ability to find and/or track a specified vehicle or vehicles. This function may be launched by selecting a vehicle or group of vehicles from a drop down menu, from one of the list views or from one of the map views. Once selected the vehicle(s) shall be centered on a map at an appropriate zoom level.

If tracking, the map shall pan and zoom as needed to keep the selected tracked vehicle(s) on the map display without the requirement for the user to manually scroll or re-size the window.

The map interface shall be available while directly working within any software module, that is, the Dispatcher should not have to exit the dispatching application to view mapping data. The

details of how the vendor's mapping components work with the other components of the system shall be clearly explained in the proposal.

Due to the fact that this is a joint procurement, the desired software shall be configurable to allow each agency to view only their buses and routes, but allow a configuration with routes from both agencies. It is desired that, at a minimum, the following variables be available for viewing by staff at DATA and Triangle Transit for both bus systems:

- Route Names
- Direction of Travel
- Status
- Stop (last, next, timepoint, non-timepoint)
- Arrival/Departure Prediction

Vendors shall include screen shots of map displays in the proposal.

#### *Schedule Adherence*

The CAD/AVL component shall include an algorithm for calculating the deviation from schedule for each operating vehicle. Vendors shall describe the schedule adherence algorithm, including when and how often the route status for schedule adherence is updated. The tolerance levels (what is early, late, etc.) shall be defined and configurable by DATA and Triangle Transit independently. The granularity of performance to schedules shall be minutes plus or minus the schedule.

In addition, the CAD/AVL system shall calculate and display headways for all vehicles to aid DATA and Triangle Transit in detecting and managing vehicle clustering; and as a potential primary measure of performance for loop routes.

#### *Software communication with passenger information signs*

Vendors shall provide a sign interface that will allow software users to see a graphical display of the route data being shown on each sign (route ID and arrival/departure estimations at a minimum) and that will allow users to send public service announcements (PSA) messages (as an option) to any sign or set of signs. These displays shall be overlaid on the AVL map so that staff can easily locate each sign. In addition there shall be a text display that will give users information as to the status of each sign and its communication status, similar to that available for each vehicle. The display shall at a minimum give the IP, location, and time of last communication with the sign. A visual alert will indicate that a sign is not on-line.

The system shall allow users to select stops that may not have signs installed to have "virtual signs". These are stops that display route data— Route ID, next vehicle departure/arrival prediction for each route, colorized indications for on-time or overdue, etc.

#### *Supervisor Workstations*

DATA and Triangle Transit desire six (6) mobile workstations for road supervisors to access the CAD/AVL system while in the field. Vendors should include costs for the laptops and mounting

hardware in their pricing proposal. The city of Durham and Triangle Transit may choose to purchase this equipment outside of the contract depending on cost.

D. Arrival Estimates

The system shall contain an algorithm for predicting vehicle arrival times at all stops within the DATA and Triangle Transit service area (DATA – 1,030 stops; Triangle Transit – 410 stops) within a 60 minute look ahead window. The exact period may be adjusted by DATA and Triangle Transit. For stops serviced by multiple routes, this estimation shall be performed for each route. The algorithm shall use schedule data, as well as historical real-time location data for calculating these estimates. For each vehicle, arrival estimations shall be made for all remaining stops in that vehicle’s current trip that fall within the look ahead window.

Vendors shall describe the arrival estimation algorithm in detail. This description shall cover frequency of recalculations and when these are posted to the database and to transit shelter displays. The arrival time displayed should not jump back and forth with each update, if the time estimate has changed by just a small amount. The amount of change required before updating the display shall be user programmable, in minutes. The vendor shall describe how the algorithm will calculate arrival predictions after a change in schedule or route data is made. At these points in time, there may not be historical data to support the prediction algorithm.

E. Passenger Information Signs

As part of this project, the vendor shall provide and install passenger information signs for use at the DATA and Triangle Transit transfer stations and selected bus shelters. Signs shall display the arrival estimation for the next vehicle on each route that services its location (in minutes). This shall be done for a configurable look-ahead window which will default to 60 minutes. The bus stop shelter signs will display the arrival estimation (in countdown format) for the next two (2) vehicles on route. The table below lists the quantities at types of signs required by DATA and Triangle Transit.

Location	Type of Sign	Number of Signs
Triangle Transit Regional Transit Center (RTC)	Multi-line sign (at least 6 lines)	1
Durham Station (bus bays)	two-line sign	16
DATA bus stops	two-line sign	13
Triangle Transit bus stops	two-line sign	8
<b>Total Signs</b>	<b>1 multi-line</b>	<b>37 two-line signs</b>

The City of Durham and Triangle Transit will be responsible for getting power to the sign locations with the specifications provided by the vendor. Creativity in developing a network of signs that will minimize the ongoing operating and maintenance costs is important.

The passenger information signs must be rugged outdoor displays and meet or exceed all ADA requirements found in 49CFR Parts 37.167 and 38.35. Compliance with the NTCIP-compliant Dynamic Message Signs standard is a requirement. Details are available at (<http://www.ntcip.org>). Signs shall be capable of operating in extreme weather conditions (-40C

to +60C). It is understood thresholds will vary by display technology. Sign construction shall deter would be vandals with tamper proof casing, and must be UV and Water resistant. The vendor must describe how it is compliant with the requirements of this paragraph.

The sign display hardware shall be configurable and have the ability to enter “stand-by” mode with an agency-defined message during off hours. In addition, the sign hardware shall support streaming or paging text, and allow for remote firmware updates/upgrades.

Other specific information to be provided is:

- Type of sign (digital, LED, LCD, CRT, or other evolving technology)
- Physical size and characteristics (3-dimensions, materials used, environmental requirements)
- Resolution and/or letter size
- Possibilities of sending system wide and route specific messages to the signs (e.g. reduced service in effect, inclement weather system shutdown)
- Communication with the signs (land-lines, private-radio, data network(s) Wi-Fi, etc)
- Interfaces and requirement to display services provided by other regional transit systems; particularly differentiation between service providers on the signs
- Power requirements and sourcing for each sign (consumption: from grid, solar, batteries)
- In the case of a solar panel power solution, the vendor shall elaborate on how the sign will remain functional throughout the night (power saving mode(s)), and its battery’s recharging cycle(s).
- Pictures and/or technical drawings as well as all other pertinent specifications of the proposed signs shall also be provided.

#### F. Data Maintenance

The CAD/AVL system shall log all data coming from or going to the vehicles and activities initiated by the workstation users in a MS SQL database. This data shall be stored for reporting and play-back uses. The vendor shall describe what data their system will record and store.

The data shall include but not be limited to:

- Vehicle definition data
- Driver identification data
- Vehicle location data
- Driver log on/log off
- Operational data
- Messaging data
- Incident data
- Schedule adherence data

The City of Durham and Triangle Transit shall own all data that is collected. The data shall be easily imported and exported to other desktop and server applications such as MS Excel and Crystal reports. All data that is collected shall be stored for at least 2 years before purged.

### *Importing Data*

The vendor shall provide a graphical user interface (GUI) that allows DATA and Triangle Transit to easily import and update bus route, schedule, and stop data. The system shall accept the data in either the Google Transit Feed Specification (GTFS) format or .CSV format files from the regional trip planner database. The city of Durham will provide documentation for the regional trip planner data file format as requested.

### *Exporting Data*

The vendor shall provide a graphical user interface (GUI) that allows the City of Durham and Triangle Transit to easily export data collected by the AVL system, as well as schedule adherence data. The data shall be able to be exported to other desktop and server applications such as MS Excel and Crystal Reports for at least 2 years before being purged.

### *Data Testing and Validation*

The CAD/AVL system shall include an interface that allows DATA and Triangle Transit to test and validate all imported data before uploads occur on the vehicles. The vendor shall describe how testing will be supported (text based, play back simulation, etc.) and how errors will be identified.

## G. Data Requirements for Interfacing with a Regional Public Real-time Passenger Information System

This project will not include a real-time passenger information system that is accessible to the public through the web or mobile technologies. Triangle Transit will advertise an RFP for a Regional public real-time passenger information system shortly after this RFP is advertised. The regional public real-time information system will display real-time bus locations and arrival predictions for DATA, Triangle Transit, and other area transit vehicles in one interface.

It is imperative that the real-time vehicle location, predicted vehicle arrival/departure times, route, stop, and schedule information and historic AVL data generated by the CAD/AVL system is the property of the City of Durham and Triangle Transit. The vendor will provide the city of Durham and Triangle Transit (as well as any third parties of the agencies) with access to this data, including an XML or JSON feed to the data where applicable. The vendor will provide supporting documentation describing how to access this data.

## H. Reporting

The CAD/AVL system shall have the ability to generate canned and Ad Hoc reports over the stored data. The system shall be able to create reports on a daily, weekly, monthly, and quarterly basis. The reports shall be able to be created automatically if determined by city of Durham and Triangle Transit, and the destination where the reports will be saved shall be configurable by the agencies. The reports shall be available for the system level, route level, trip level, and stop level, where applicable. The reports shall include the following at a minimum:

- Late pullouts from the garage
- Missed trips or scheduled trips completed

- Logon/log off reports
- Schedule adherence (% on time, % early, % late) at the end of the line
- Schedule adherence (% on time, % early, % late) aggregate for all timepoints
- “Excess wait time” – This is the additional time that a rider waits at a stop. It is the sum of the actual arrival time at each timepoint compared to the scheduled arrival time at each timepoint with a buffer-window added in, which is a value configurable by DATA or Triangle Transit
- Number of trips sampled
- Total number of trips
- Running time – scheduled, actual (median, 15<sup>th</sup> percentile, 85<sup>th</sup> percentile, standard deviation, maximum, minimum, etc.) with the percentile value configurable by DATA or Triangle Transit
- Arrival and departure time (median, 15<sup>th</sup> percentile, 85<sup>th</sup> percentile, standard deviation, maximum, minimum, etc.) with the percentile value configurable by DATA or Triangle Transit
- Wi-Fi Bulk Data Transfer Management Reports
  - Schedule update reports
  - Vehicle software update reports
  - Data Off-load reports

The vendor shall describe in detail the reports available with the CAD/AVL component, including sample reports. The reports shall be provided in a formatted report as well as in raw data format, to allow DATA and Triangle Transit to configure their own reports as needed.

The reporting sub-system shall have a menu available to authorized users to manually generate canned reports. Where appropriate, the system shall provide authorized users with a canned Report Wizard that will let the user select filtering data such as:

- Driver ID(s)
- Vehicle ID(s)
- Time Data Ranges
- Time of day ranges
- Route(s)
- Workpiece(s)
- Combinations of the above

These selections will be used to refine the data the each report will use. It is the goal that these selection criteria be available so that it would be possible to look at specific subsets of data.

NOTE: Each of the above reports shall be run from the Report Wizard described above to limit the data it reports on. The canned reports must be approved by the City of Durham and Triangle Transit before final acceptance of the CAD/AVL system.

## Section 5: Optional Features

### A. Wi-Fi Capability (Triangle Transit Only)

Vendors shall include pricing for an optional solution to equip 59 Triangle Transit vehicles with mobile broadband routers capable of transmitting real-time GPS/AVL data via wireless carrier network to provide web-based applications for passenger and operational usage.

The on-board equipment shall at a minimum have the following specifications:

- 2 x embedded WAN radio ports with the ability to provide independent or concurrent wireless connections.
- must support all major US wireless carriers (field upgradeable to 4G and WiMAX)
- Built-in 12 Channel GPS with coordinate transmission-over-IP capability
- 2 x RJ45 Ethernet ports to support port forwarding and future third-party integrations of bus systems operations to include but not limited to; remote access to live-streaming of CCTV systems, fare box, APC, engine system diagnostics.
- Remote access via static IP or VPN
- AC/DC powered with reverse polarity protection, on-board fuse plus battery backup for GPS
- Rugged enclosure with industrial-grade connectors
- Unified antenna to support GPS and dual WAN carriers

Preferred specifications include:

- PCIe based WAN radio
- Commercial grade Wi-Fi hotspot capable to enhance passenger experience
- Captive portal to:
  - enable Web advertising for revenue generation
  - capture demographic data and user contact information
  - include area for indemnification of transit authority

### B. Installation of AVL Hardware on Paratransit Vehicles (Triangle Transit Only)

Vendors shall include pricing for installation of AVL hardware on nine (9) Triangle Transit paratransit vans. The vans shall be displayed as a layer on the AVL map component of the CAD/AVL software. Triangle Transit only wishes to track the location of these vehicles. These are demand services, so no arrival predictions are necessary for this component.

### C. Multiple Data Terminals (MDT's) (DATA Only)

Vendors shall include pricing for installation of Multiple Data Terminals (MDT's) on the Durham Area Transit Authority (DATA) bus fleet.

## **Section 6: Installation, Training, and Documentation**

Vendors must provide a detailed explanation of the proposed Installation and Implementation plan. The city of Durham and Triangle Transit prefer a phased approach to implementation and product acceptance.

Vendors shall provide a recommendation on the level of training and support needed to configure, operate, and maintain the CAD/AVL system and hardware adequately. The recommendation should specify training facilities needed, number of hours and number of people to be included in the training, materials and cost. A sample training plan will be submitted with the proposal and finalized during contract negotiations.

Complete documentation of the procured equipment shall be provided. Documentation will be prepared in accordance with the Vendor's documentation standard and this specification.

A document number will identify each document. Where a document is revised for any reason, each such revision will be indicated by a number, date, and subject in a revision block, along with an indication of official approval by the Project Manager(s).

In addition to providing all documentation in hard copy form, documentation shall be provided in an electronic media with the exception of published manuals. Electronic media shall be Microsoft Office, which includes Word and Excel; or PDF.



## **Section 7: Hosted Solution**

It is the desire of the City of Durham and Triangle Transit to have the CAD/AVL system hosted by the vendor or at a third party hosting facility, in order to provide 24/7/52 operations support including system backup and recovery and general system maintenance.

The hosting facility shall at a minimum have the following specifications:

- Should have diverse and redundant fiber connections to the internet
- Should have minimum N+1 Redundancy (Network, Power, Internet Connectivity, and Global Load Balancing).
- Should have Virtual Private Networking (VPN) and firewalls
- Should provide managed security services
- Should have redundant mechanical and electrical infrastructure
- Should have redundant power, cooling, and internet data center infrastructure
- Should have comprehensive fire suppression systems
- Should allow agency users access to servers via VPN, Remote Desktop, or desktop software
- Should provide 24x7x365 network monitoring and management
- Should have frequent data back-ups of at least once per week.

Vendors shall include detailed descriptions of the proposed hosting facility and annual hosting costs in the proposals.

## **Section 8: Warranty and Maintenance**

1. Service Level Agreement – The vendor shall provide a proposed service level agreement that will include the data network(s) and other devices or subsystems (including prediction model) and the incentives / penalties associated with the performance expectations not being met.
2. Confidence Testing Support – The vendor shall provide onsite functional and technical assistance for 60 calendar days after system acceptance which shall be considered the confidence testing period. This technical assistance shall be provided at any site (stops or vehicles) throughout the system. Such onsite assistance and support shall be available within 2 hours notice during this period of time.
3. Ongoing Support – The vendor shall provide ongoing user and technical support for a period of five years under a Maintenance and Support Agreement. Such agreement shall include providing all generally available product updates and upgrades, support for installing and configuring product updates as they become available as well as user training for upgrades or enhancements, when required, throughout the support period. The vendor shall provide a single source of technical support for resolution of issues and problems including those pertaining to any third-party vendors. In such cases of a problem involving a third-party vendor, the vendor shall act as the principal point of contact and shall actively work toward resolution of the problem. The vendor shall provide a typical maintenance support agreement.
4. Spare Parts – A complete list of spare parts along with corresponding prices must be included in the proposal. The effective period for the price list must be supplied. All spare parts must be available for a period of seven (7) years unless otherwise identified. Adequate spare parts must be provided to ensure timely system restoration.
5. Warranty – A warranty will be provided for the software, implementation services, hardware and the operability of the System for a minimum of two years, which is to begin on the date of system acceptance. A copy of the vendor's warranty will be provided.
6. Software – The vendor (software licensor) warrants that the software conforms in all material respects to the requirements and specifications. The vendor warrants that the software's capabilities satisfy the functional requirements herein. Furthermore, the warranty shall be valid for the duration of the implementation and three years after final acceptance.
7. Implementation Services – Vendor warrants implementation services (e.g., work products, developed modifications, and system configuration) for three years after final acceptance date.
8. The System – The vendor shall warrant that the System shall properly operate for five years after final acceptance.

The city of Durham and Triangle Transit expect to receive full support during hardware and software configuration of the system.

## Section 9: Selection Process

### A. Vendor Qualifications and Expectations

The city of Durham and Triangle Transit are looking to contract with a single vendor to design, deploy, and provide long-term support of this project. The city of Durham and Triangle Transit encourage partnerships in meeting the project requirements. The city of Durham and Triangle Transit require a single point of contact and that all partners are included in the team and product information provided. Please view exhibit 2 for the requirements for submitting vendor qualifications and experience.

### B. Selection Process

This procurement will be conducted using competitive proposal procedures. It is the intent of the city of Durham and Triangle Transit to conduct technical evaluations of proposals received, hold vendor interviews, conduct negotiations with one or more vendors, and select a vendor, with the goal of promoting fairness and competition.

The Purchasing Coordinator shall appoint a Selection Committee to evaluate and determine which proposals are responsive and will rank them according to the evaluation criteria. The Committee shall make its findings to and award recommendations to the city council. The council shall award all competitive proposal contracts to the responsible firm whose proposal is most advantageous considering price and technical requirements.

Proposals received will first be reviewed for completeness and inclusion of the information requested in the Request for Proposal. The absence of required information may result in exclusion from further consideration. The following criteria will be used to evaluate the proposals.

Responsiveness of the technical proposal to the requirements stated in the RFP	40%
Functionality and ease of use	10%
References	15%
Experience and qualifications of the project team	15%
Cost	20%

### C. Submissions, Information, Requirements, Instructions

Vendors must prepare and submit five (5) copies (including one original and 4 copies) of their submission organized in the manner and sequence in which the information is requested in this section. Proposals shall be concisely prepared in letter size form (8 ½" x 11"), preferably bound to ensure that portions of the submission do not become separated. Proposals submitted by facsimile or e-mail will not be accepted. Failure to include all of the requested information listed in the exhibits below, and appendix may result in the elimination of the vendor from consideration.

**Exhibit 1: Letter of Transmittal**

Letter of Transmittal signed by the person(s) with the authority to bind your firm and answer questions or provide clarification concerning submitted proposals.

## Exhibit 2: Firm Profile, Experience, References, and Financial Capacity

The following information must be provided:

1. Name and address of firm;
2. Number of regular employees of the firm and an organizational chart;
3. Name, mailing and physical addresses, telephone and facsimile numbers and e-mail address of the Project Manager designated by the vendor;
4. Names, titles and brief statements of qualifications and experience of all personnel who will work on this project and the relevancy of similar assignments completed by key personnel – this must include any and all partners included on the Project Team.
5. A reference list, including at least two installations that are currently active. The references should be of comparable or greater size than this project, with at least 25 vehicles tracked and information relayed to passenger information displays; Internet site and/ or cellular phones. For each separate project, include the following: name, telephone number and e-mail address of contact person at the procuring agency; a description of the project including the number of vehicles and the communication devices, approximate number of days from contract execution to full implementation of the project; and approximate number of days (if applicable) that contract time was exceeded;

This is the data to be provided in a table or excel spreadsheet for all references:

- Transit Authority / Company Name
  - Contact name and title
  - Address / phone / e-mail
  - Description of the company business
  - Date started project; duration of original installation; Go Live Date
  - Total Number of Vehicles; Peak Vehicles – list by type (bus, LTV, ...)
  - Release level and system modules currently installed
  - Customizations, if any
  - Hardware and network configuration
  - Cost of project installation
  - Communication devices used: DMS, Internet, cell phones, PDAs, other
6. Provide a chronology of company history. Include any mergers, acquisitions or divestitures in the last ten years.
  7. Share projects that have interfaced with the proposed sign vendors.

**Exhibit 3: Statement of Work / Implementation Plan / Training Plan / Testing**

**Exhibit 4: Pricing Schedule (City of Durham / DATA)**

Vendors are to supply a fully descriptive quote of all costs, inclusive of all components and services, required to complete and deliver a fully functioning CAD/AVL system meeting the requirements of this RFP. Costs will be shown per unit, subtotal, recurring and grand total for all portions of the system. Costs for annual system maintenance beyond the initial warranty period shall be included.

<b>Description</b>	<b>Unit Price</b>	<b># of Units</b>	<b>Extended Price</b>
Fixed-End Hardware		1	
Vendor Services (route/stop mapping, training, map integration, testing, and verification of system)		1	
Vehicle Hardware		73	
Automatic Vehicle Location (AVL)		73	
Fixed-end servers		1	
Fixed-end software		5 workstations	
Hardware and software for mobile workstations		3 workstations	
Durham Station bus bays (two-line passenger information sign & installation)		16	
Two-line passenger information sign & installation		13	
Optional Multiple Data Terminal (MDT) installation on DATA vehicles		73	
Annual hosting fees		1	
Annual maintenance & support fees		1	
<b>TOTAL</b>			

**Exhibit 5: Pricing Schedule (Triangle Transit)**

Vendors are to supply a fully descriptive quote of all costs, inclusive of all components and services, required to complete and deliver a fully functioning CAD/AVL system meeting the requirements of this RFP. Costs will be shown per unit, subtotal, recurring and grand total for all portions of the system. Costs for annual system maintenance beyond the initial warranty period shall be included.

<b>Description</b>	<b>Unit Price</b>	<b># of Units</b>	<b>Extended Price</b>
Fixed-End Hardware		1	
Vendor Services (route/stop mapping, training, map integration, testing, and verification of system)		1	
Vehicle Hardware		59	
Automatic Vehicle Location (AVL)		59	
Fixed-end servers		1	
Fixed-end software		5 workstations	
Hardware and software for mobile workstations		3 workstations	
Multi-line passenger information sign & installation		1	
Two-line passenger information sign & installation		8	
Optional Wi-Fi component (Triangle Transit Only)		59	
Optional AVL equipment and installation on Triangle Transit paratransit vehicles		9	
Annual hosting fees		1	
Annual maintenance & support fees		1	
<b>TOTAL</b>			



**Exhibit 6: Acknowledgement of Addenda (if any)**

## APPENDIX

FEDERAL AND STATE REQUIREMENTS AND SPECIAL  
CONDITIONS  
*for*  
*TECHNOLOGY GOODS and SERVICES*

1. **General**

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (16), dated October 1, 2009; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

**THE FOLLOWING MAY BE USED SYNONYMOUSLY:**

**“BIDDER” AND “CONTRACTOR”**

**“PURCHASER”, “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. **Notification of Federal Participation**

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the

distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, and 20.521. Federal funding assistance up to eighty (80%) percent may be provided.

**4. Conflict of Interest**

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

**5. Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

***The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.***

**6. Civil Rights**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

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

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, 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, 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.

## 7. **Contracting with Disadvantaged Business Enterprises**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs* and with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101. The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **45.2%**.

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**.

## 8. Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 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 \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

## 9. Clean Water

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

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

**10. Environmental Protection**

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S. C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

**11. Energy Conservation**

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

**12. Buy America**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees

to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

**Effective July 24, 1995 small purchases (under the \$100,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".**

***These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment B or C) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.***

***BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either B or C) IS PERMITTED TO BE SUBMITTED.***  
The certification requirement does not apply to lower tier subcontractors.

**13. Fly America**

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

**14. Cargo Preference**

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

**15. Debarment and Suspensions**

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on 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 D (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.***

## **16. Termination or Cancellation of Contract**

The Owner (Grant Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Owner's or Government's best interest. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. The Contractor shall be paid for the products delivered up to the time of termination. The Contractor shall promptly submit its termination claim to the Owner to pay the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. A 30-day notice of termination shall be required.

If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

## **17. Breach of Contract**

If the Contractor fails to make delivery of the equipment, supplies, or services within the specified terms of the contract, or fails to perform within the provisions of the contract, the contract may be terminated by reason of default or breach. A written notice of default or breach of contract shall be presented to the Contractor within three (3) working days of such failure. The Contractor will only be paid the contract price for equipment, supplies, or services delivered and accepted in accordance with the requirements set forth in the contract.

If it is determined that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

The Owner in its sole discretion may, in the case of breach of contract, allow the Contractor a specified period of time in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions.

If Contractor fails to remedy to the Owner's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within twenty (20) days after written notice from the Owner setting forth the nature of said breach or default, the Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

## 18. Resolution of Disputes

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

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



**19. Protest Procedures**

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

**20. No Federal Government Obligations to Third Parties**

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

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

**21. False or Fraudulent Statements and Claims**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, by executing the Grant Agreement or Cooperative

Agreement, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

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

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

## **22. Access to Records and Reports**

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

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.

**23. Patents and Rights in Data - CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK - ONLY**

A. Rights in Data - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes", any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (e), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's

use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition, of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents, of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) Therefore, when the Project is completed, the Contractor agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Contractor agrees to provide other reports pertaining to the Project that FTA may request. The Contractor agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA.

(5) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## **24. Privacy**

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, the Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Contractor shall obtain the express consent of the Department and the Federal Government before the Contractor, and any subcontractors, or any of their respective employees operate a system of records on behalf of the Federal Government. Failure to do so may result in termination of the Contract and civil and criminal penalties for violation of the Privacy Act.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**25. National Intelligent Transportation Systems Architecture and Standards**

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 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*)

**26. Recycled Products**

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

previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

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

These items include, but may not be limited too:

***Non-paper office products:***

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

**27. State and Local Disclaimer**

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.



**28. Incorporation of Federal Transit Administration (FTA) Terms**

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

**29. Hold Harmless**

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Purchaser/Owner of this Purchase Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

The Contractor represents and warrants that it shall make no claim of any kind or nature against the Purchaser or it's agents who are involved in the delivery or processing of contractor goods to the Purchaser. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

**30. Seat Belt Usage**

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt on the job seat belt use policies and programs for its employees when operating company owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts entered into under this project.

**31. Metric System**

To the extent required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Sect. 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Sect. 205a; and other regulations, guidelines and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

**33. Exclusionary or Discriminatory Specifications**

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support procurements using exclusionary or discriminatory specifications.

**34. North Carolina State Ethic's Requirement**

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

- 1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
  - (1) have a contract with a governmental agency; or
  - (2) have performed under such a contract within the past year; or
  - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

To be added near the signature portion of all contracts let by the Governor’s Cabinet Agencies and the Office of the Governor:

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, 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.”



ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

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

(Contractor)

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

than \$10,000 for each such expenditure or failure.]

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractors Authorized Official

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

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## ATTACHMENT B

### CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

***(To be submitted with all bids for goods exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award. Only one certification may be submitted.)***

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

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

ATTACHMENT C

CERTIFICATE OF NON-COMPLIANCE  
WITH BUY AMERICA REQUIREMENTS

***(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment B, will not be eligible for award. Only one certification may be submitted)***



The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulation in 49 CFR Part 661.7.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## ATTACHMENT D

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

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

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

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

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_



**ARRA CONTRACT PROVISIONS AND  
REPORTING REQUIREMENT CERTIFICATION**

By submission of a proposal or bid, the Contractor agrees to comply with the following provisions. Failure to comply with any or all of the provisions herein may be cause for the contracting agency to issue a cancellation notice to a Contractor.

The Contractor is hereby notified that this project will be financed with *American Recovery and Reinvestment Act of 2009 (ARRA)* Funds. The Contractor shall assure that all subcontracts, and other contracts for services for an ARRA funded project shall also have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the Department shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created and/or jobs retained by this contract from the Contractor's own workforce and any subcontractors. No direct payment will be made for providing said reports as the cost for same shall be included in the various items in the contract.

- (1) **INTEGRITY:** The Contractor agrees that all data submitted to NCDOT, FTA in compliance with the Recovery Act requirements will be accurate, objective, and of the highest integrity.

**Posting with the Local Employment Security Commission**

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office, all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semi-skilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI. The NC ESC Homepage can be found at [www.ncesc.com](http://www.ncesc.com).

## **Required Contract Provision to Implement ARRA Section 902**

*Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009* requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

## **Authority of the Inspector General**

*Section 1515(a) of the ARRA* provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

## **Office of State Budget and Management Access to Records**

OERI requires that the Contractor and Subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

## **Buy America Provision**

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects must be manufactured in the United States. The Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies.

## **Wage Rate Provision (applies to all construction, alteration or repair projects)**

Section 1606 of the ARRA requires that all laborers and mechanics employed by Contractors and Subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The Contractor agrees that be the submission of a proposal/bid in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act. This applies to all construction contracts that exceed \$2,000.

### **Availability and Use of Funds**

Contractors understand and acknowledge that any all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

### **Outsourcing outside the USA without Specific Prior Approval Provision**

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

### **Federal, State and Local Tax Obligations**

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

### **Anti-Discrimination and Equal Opportunity**

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

## **Reports of Fraud or Waste**

Contractors must report to the Inspector General any suspected incidence of waste, fraud and abuse related to ARRA funds, and should notify FTA regional offices of any problems encountered as they occur.

## **Whistleblower Provisions**

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 95-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Contractors or Agencies cannot discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, made to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a

Federal agency or their representative, information that the employee reasonably believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds\*.



\*covered funds: “any contract, grant, or other payment received by any non-federal employer if a) the Federal Government provides any portion of the money or property that is provided, requested or demanded; and b) at least some of the funds are appropriated or otherwise made available by this Act” 1553 (g)(2).

Contractor agrees to post notice of the rights and remedies as required by the ARRA.

### **Emblems**

The Contractor agrees to use signs and materials that display both the American Recovery and Reinvestment Act (Recovery Act) emblem and the Transportation Investment Generating Economic Recovery (TIGER) program emblem to identify its Project(s) financed with Recovery Act funds as directed by NCDOT. This provision is to be included in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project(s).

## **CONTRACTOR RESPONSIBILITIES AND REPORTING REQUIREMENTS UNDER ARRA**

Contractors are required to complete projects or activities which are funded under the ARRA and to report on use of the funds provided through this award as directed. Information from these reports will be made available to the public.

Contractors are not responsible for reporting ARRA requirements directly to FTA. The Contractor's responsibilities for reporting are as follows:

### **ARRA Section 1512**

- Obtaining a D-U-N-S number or the Contractor may use their name and zip code of their Headquarters.
- Expenditure amount (amount of payment)
- Expenditure description (what was exchanged for the payment)
- A brief description of the types of jobs created and jobs retained. “Jobs or positions created” mean those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. “Jobs or positions

retained” mean those previously existing filled positions that are retained as a result of Recovery Act funding.

- An estimate of the number of jobs created and jobs retained. At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.
- A job cannot be reported as both created and retained.
- This information must be reported on a quarterly basis, due to the Prime Recipient within 3 days after the end of the quarter.

### **ARRA Section 1201 (c)**

- This data will be required **monthly until September 2012 or until the contract is complete** and reported to the Prime Recipient within 3 days after the end of the month.
- Contractors will need to report the number of direct on-site job hours associated with the ARRA funds awarded as of the end of the reporting period.
  - Contractors will not be expected to estimate employment data other than the direct on-site jobs (for example, construction workers building a maintenance facility, or transit agency workers doing preventive maintenance). DOT economists will compute the number of indirect jobs (for example at bus manufacturing plants) or induced jobs (for example, jobs at suppliers or in unrelated industries as a result of the money flowing through the economy.)
- Contractors and consultants will need to provide the required information for their own workforce as well as the workforce of all subcontractors that were active on their ARRA funded project(s) for the reporting month. **These reports are required monthly until the contract is completed or September 2012 whichever occurs first.**

The Contractor hereby agrees to comply with the Contract Provisions and Reporting Requirements as indicated in the American Recovery and Reinvestment Act of 2009 and any amendments thereto. The Contractor also agrees to comply with any additional reporting requirements that may be requested by NCDOT, FTA, USDOT, the Inspector General (IG), the Government Accountability Office (GAO), or other entities, for example Congressional committees or individual members of Congress. The Contractor hereby agrees to inspections or audits that may occur at any time from the any of the above referenced federal or state agencies. Contractors are requested to provide a copy of any such reports to NCDOT on any responses to such requests for information or as a result of an inspection or audit.

By the submission of this proposal or bid, the Contractor hereby certifies and affirms to the truthfulness and accuracy of each of the above statements of this certification.



# CITY OF DURHAM

## SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROCUREMENT FORMS

Revised 06/08



Mailing Address:

101 City Hall Plaza

Durham, North Carolina 27701

Phone: 919-560-4180

Facsimile: 919-560-4513

Street Address:

302 East Pettigrew Street, C-180

Durham, North Carolina 27701

The Department of Equal Opportunity/Equity Assurance  
*Good Things Are Happening In Durham*

## SMALL DISADVANTAGED BUSINESS ENTERPRISE ORDINANCE ENTERPRISE ORDINANCE PROCUREMENT DOCUMENTATION

If applicable information is not submitted with your bid, your bid will be deemed non-responsive.

**Declaration of Performance** must be completed and submitted with your bid.

**Managerial Profile** must be used to list the managerial persons in your work force who will be participating in this project.

**Equal Employment Opportunity Statement** for your company must be completed and submitted with your bid.

**Employee Breakdown** must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

**Complete this page**

**DECLARATION OF PERFORMANCE BY VENDOR/CONTRACTOR**

**Briefly address each of the following items:**

1. A brief synopsis of the company and the products/services it provides:
  
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
  
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned vendor/contractor certifies that:

- (a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force without the use of subcontractors/vendors; and
  
- (b) That the above documentation demonstrates this firm's capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
  
- (c) The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

---

Date

---

Authorized Signature

Complete this page

### MANAGERIAL PROFILE

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition\* of the City of Durham's Equal Business Opportunity Ordinance.

#### Managerial Employees

NAME	POSITION	SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\* M-Minority(African American), W-Woman, Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

**Complete this page**

**EQUAL OPPORTUNITY STATEMENT**

**(You may submit your organization's EEO policy in lieu of this sheet)**



Complete this page

**EMPLOYEE BREAKDOWN**

**Part A – Employee Statistics for the Primary Location**

**MALES**

**FEMALES**

Employment Category	Total Employees	MALES							FEMALES					
		Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	
Project Manger														
Professional														
Labor														
Clerical														
Totals														

Complete this page

**Part B – Employee Statistics for the Consolidated Company (See *instructions for this form on whether this part is required.*)**

**MALES**

**FEMALES**

Employment Category	Total Employees	MALES							FEMALES				
		Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

EEO-1 Report may be submitted in lieu of this form