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# Request for Proposal for Mobile Data Collection System

## SECTION 1: INTRODUCTION & INSTRUCTIONS TO PROPOSERS

**1.1 Purpose:** The intent of this Request for Proposals (RFP) is to solicit proposals from qualified firms for a system to administer mobile data collection for BRITE Bus fixed route operations. The mobile data collection system (MDCS) will be a foundational technology for BRITE, transitioning from more manual methods of collecting data while also providing a rich data source to support operations and planning. The purpose of this RFP is to contract with a system provider to deliver a MDCS that includes but is not limited to: production, installation, configuration, hosting, training, licensing, maintenance, and support. The Central Shenandoah Planning District Commission (CSPDC) intends to award one (1) contract for the entire solution.

**1.2 Background:** The CSPDC plans and manages the BRITE public transit system, which operates fixed route and paratransit service in the Staunton-Augusta-Waynesboro, Virginia, area. BRITE is operated under contract by Virginia Regional Transit (VRT). Urban and rural services are comprised of seven fixed routes, Afton Express commuter bus, and two demand response/paratransit services in Staunton and Waynesboro, Virginia. Fixed routes may deviate up to 3/4 mile to serve Americans with Disabilities Act (ADA) passengers. VRT owns the vehicles, and the CSPDC owns the BRITE Transit Facility, which houses the administrative offices and maintenance bays. The transit fleet consists of 20 vehicles (see **Attachment 5**). BRITE served approximately 156,000 passenger trips in Fiscal Year 2022.

Existing ITS for BRITE Transit is limited to the use of cameras on the vehicles and two-way radios that allow operators to be in contact with the dispatch at all times. VRT uses a Shah Software reservation and scheduling system for demand response/paratransit and route deviation scheduling. All operations data is currently collected with manual methods using paper forms and spreadsheets. This includes but is not limited to:

- Passenger boardings
- Passenger alightings
- Fare type
- Vehicle mileage and time at start of service, end of service, and at fueling
- On-time performance

**1.3 Competition Intended:** It is the CSPDC's intent that this RFP permits full and open competition. It shall be the responsibility of the Proposer to advise the Primary Contact in writing if any language, requirement, or specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Primary Contact no later than 15 days prior to the Proposal Due Date, as defined below.

**1.4 Inquiries & Submissions:** Inquiries and proposals must be directed to the Primary Contact:

Devon Thompson, Transit Planner  
Central Shenandoah Planning District Commission  
112 MacTanly Place  
Staunton, VA 24401  
Phone: 540-885-5174x105  
Email: [devon@cspdc.org](mailto:devon@cspdc.org)

**Instructions on Proposal Submission:** All Proposals must be received no later than **5:00 PM on February 24, 2023.**

**Inquiries:** Any questions related to this request must be submitted by email to [devon@cspdc.org](mailto:devon@cspdc.org). The last date for receipt of questions is **February 13, 2023**, prior to 5:00 PM EST. Answers and responses from CSPDC shall only be considered binding if in writing and provided by CSPDC. All questions and comments must be labeled “Written Questions – Request for Proposals for BRITE Mobile Data Collection System” in the subject line. The CSPDC is not responsible for failure to respond to a request that has not been labeled appropriately. All questions received will be posted on the BRITE website ([www.britebus.org](http://www.britebus.org)), along with answers provided by the CSPDC by **February 15, 2023.**

**1.5 Conditions:** Any and all costs incurred in the preparation of this Proposal will be the responsibility of the respondent and will not be reimbursed by the CSPDC.

**1.6 Certification – Suspension & Debarment:** Each Proposer, by submitting a proposal in response to this RFP, represents that the Proposer is not on any Commonwealth of Virginia, United States General Services Administration (GSA), or United States Department of Transportation (DOT) list of disqualified or ineligible Proposers, including the list maintained by the GSA of companies and individuals that are debarred, suspended, or otherwise excluded from doing business with the United States Government, and that no facility to be used in the production or performance of this project has been listed by the United States Environmental Protection Agency as a “violating facility,” as defined in 2 C.F.R. § 1532.1600. Proposers are required to complete and include in their proposal the suspension and disbarment certification contained in **Attachment 3.**

**1.7 Recommendation for Award:** The recommendation for award will be made by the CSPDC Review and Selection Committee based on the review of the proposals. The CSPDC Review and Selection Committee may narrow the field to two or three applicants for interviews prior to final negotiations and selection.

Respondents must submit a complete response to the Request for Proposals to be considered for selection. Failure to submit all information requested may result in the rejection of the incomplete proposal.

The award for the system will be made on a best value basis to the Proposer whose proposal provides the best value to the CSPDC. The evaluation criteria for selection are as follows:

Criterion	Value
Proposer’s experience, qualifications, and technical competence	20
System functionality	25
Project cost	25
Timeframe to complete	15
Clarity, completeness, and general quality of the proposal	10
Small and/or minority-owned business participation	5
<b>Total</b>	<b>100 points</b>

**1.8 Final Selection & Award:** The final selection and contract award will be by the CSPDC, which will provide notice of the award of the contract and/or the decision to award the contract on the BRITE Bus Transit Service webpage ([www.britebus.org](http://www.britebus.org)), with a copy to all respondents via email.

It is anticipated that a decision to select a successful Proposal will be made within 2-3 week(s) of the closing date for receipt of Proposals. It is expected that a Purchase Order will be generated concurrently upon acceptance of the award, contingent on the availability of funding.

CSPDC reserves the right to, at CSPDC’s sole discretion, withdraw or amend this Request for Proposals in whole or in part, or to decline to award any contract.

**1.9 Small and/or Minority-Owned Businesses:** Efforts will be made by the CSPDC to utilize small businesses, women, and/or minority-owned businesses. Respondent qualifies as a small business firm if it meets the definition as established by the Small Business Administration.

**1.10 Payment Terms & Timeline:** Payments will be issued based on milestones reached, upon receipt of services rendered and/or products provided. The Proposer is expected to provide proposed milestones in their proposal.

## SECTION 2: SCOPE OF WORK

The Proposer must be able to provide:

- 2.1 Project Management:** The Proposer shall develop and update a project schedule each month showing all milestones from Notice to Proceed to final acceptance.

The Proposer shall hold biweekly progress meetings until final acceptance to review completed activities, planned activities for the next period, and issues requiring resolution.

The Proposer shall designate a dedicated Project Manager to oversee and coordinate all activities related to the implementation.

- 2.2 System Implementation:** The Proposer shall implement the system according to the functional requirements in **Attachment 4**.

The Proposer shall create a test plan with clear and verifiable test procedures that exercise all requirements in **Attachment 4**. The test plan and test procedures shall be submitted to the CSPDC for approval at least fourteen (14) calendar days prior to acceptance testing. Test results must demonstrate that each test procedure has been exercised and passed.

The Proposer shall allow the CSPDC to witness acceptance testing using approved test procedures. Should any test procedure not pass, the CSPDC has the right to require the Proposer to make the necessary fixes and restart acceptance testing at the next mutually available date. Once all tests have passed, as witnessed by the CSPDC, a 30-day trial operations period shall begin.

Within three (3) business days of acceptance testing, the Proposer should conduct an in-person training session for CSPDC and VRT staff that covers all aspects of system operation.

The Proposer shall provide a mechanism for reporting bugs uncovered in the trial operations period. The Proposer shall document the resolution of all system defects discovered during the trial operations period. The system shall be accepted at the end of the 30-day period, provided the system is free of major defects.

Deliverables:

- a) Completed system configuration
- b) Test plan and test procedures
- c) Training
- d) Documentation of the resolution of all defects uncovered during trial operations
- e) Documentation, reference guides, training material, installation guides, and as-built documentation on the installed system



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## SECTION 3: PROPOSAL SUBMISSION & EVALUATION OF PROPOSALS

- 3.1 Instructions to Proposers:** Proposals should be clear and straightforward. Submissions should be addressed to Ms. Thompson, Transit Planner of the CSPDC, and sent to [devon@cspdc.org](mailto:devon@cspdc.org) with the subject line: Proposal for BRITE Mobile Data Collection System.

It is the responsibility of the Proposer to ensure that the proposal is **received** by the CSPDC by **5:00 PM on February 24, 2023**. Late submittals will not be considered.

If the Proposer is an individual doing business under another name, the Proposer shall so state. Partnerships, Joint Ventures, and Corporations shall sign as is appropriate for their type of business.

Trade secrets or proprietary information submitted by a Proposer in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, pursuant to § 2.2-4342 of the Code of Virginia, the Proposer must invoke the protections of this section prior to or upon submission of the data or other materials and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. The designation of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. Failure to abide by this procedure may result in the disclosure of the Proposer's information.

- 3.2 Proposals:** Proposers are to make written proposals that present the Proposer's qualifications and understanding of the work to be performed. Proposals shall include:

- A Cover Letter, signed by an officer of the responding firm, which states that the information contained within the proposal is accurate and complete
- A statement confirming if the organization has ever defaulted on a contract and if there are any legal actions currently against, or anticipated to be against, the organization
- Signatures (completed **Attachments 2 and 3**) acknowledging the Required Clauses in **Attachment 1**
- Completed Price Proposal Sheet (**Attachment 6**)

Proposers shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information in the order provided may be cause for the proposal to be considered nonresponsive and rejected.

- a. **Proposer's experience, qualifications, and technical competence.**
- A brief history and description of the organization, including number of years of experience providing data collection systems, specifically with transit systems of similar size and characteristics of BRITE Transit
  - Proposed project manager and their resume
  - A list of all subcontractors and a statement of the subcontractors' qualifications
  - A list of at least three (3) current references for whom comparable work has been performed; this list shall include company name, person to contact, address, telephone number, e-mail address, and the nature of the work performed
- b. **System functionality.**
- Statement stating that the proposed solution will meet all requirements in **Attachment 4**, or for requirements that cannot be met, alternative proposed functionality to meet the same intent
  - Concise narrative describing how the requested solution and services will be fulfilled and identify any unique features offered
  - Clear and easily viewable screenshots for major functionality
  - Any requirements that are proposed to be exceeded and explain how they can be exceeded
  - In addition, the Proposer shall:
    - Indicate if the proposed hardware is commercial off-the-shelf (COTS) or proprietary Proposer-supplied and explain the reasoning for the hardware selection
    - Describe how long data is kept in the system and available for reporting
    - Indicate whether data communication service (e.g., cellular plan) will be provided by the Proposer or must be obtained by the CPSDC to support the system
    - Describe in detail any warranty that is offered for all components of the system, including hardware and software
    - Explain technical support options offered during the operation and maintenance of the system
    - Explain how upgrades and new software releases are implemented
- c. **Project cost.**
- Proposers shall provide a completed Price Proposal Sheet (**Attachment 6**) indicating quantities, costs, and company information
  - Any and all additional costs not included in the tables must be specifically identified and described
- d. **Timeframe to complete.**
- A detailed schedule including time to completion, milestones, and deliverables
  - Clearly specify items required from the CSPDC and when they are required

- 3.3 Evaluation of Proposals:** Proposals submitted will be evaluated by the CSPDC Review and Selection Committee. The Proposals will be evaluated, weighted, and scored using the factors outlined in Section 1.7 of this RFP. The award will be made on a best value basis to the proposal that provides the best value to the CSPDC.

The Committee may narrow the field to two or more Proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the factors outlined in Section 1.7 of this RFP. Interviews may be conducted with the Proposers so selected.

The CSPDC may conduct negotiations with the Proposer(s) so selected. The Proposer shall state any exception to any liability provisions contained in the Request for Proposals in writing at the beginning of negotiations. Such exceptions shall be considered during negotiation. Price shall be considered but need not be the sole or primary determining factor. After negotiations have been conducted with each Proposer so selected, the CSPDC may select the Proposer which, in its opinion, has made the best Proposals and provides the best value and may award the contract to that Proposer.

- 3.4 Right to Reject:** The CSPDC reserves the right to reject any and all responses received in response to this RFP. A purchase order for the accepted submittal will be provided based on the factors described in this RFP.

- 3.5 Errors in Proposals; Untimely Proposals:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions and requirements contained in this RFP before submitting proposals. Failure to do so shall be at the Proposer's own risk. Proposers will not be allowed to withdraw proposals or correct errors in proposals after the date and time set for opening and acknowledging proposals.

Proposals submitted after the submittal date will not be accepted. Proposers are held responsible that their proposals arrive at the CSPDC office on or before the designated time and date.

Proposers may withdraw their proposals on or before the designated time and date set for opening and acknowledging proposals.

- 3.6 Protest:** A Proposer may protest the CSPDC's decision to award a contract by submitting their protest in writing to CSPDC and shall state the basis for the protest and the course of action that the protesting party desires CSPDC to take. A protest based upon restrictive specifications or other provisions of the RFP must be received by the Transit Planner at the address listed herein no later than seven calendar days prior to the deadline set for receipt of Proposals. A protest based upon any other grounds must be received by the Transit Planner at the address listed herein no later than ten calendar days after the award or the announcement of the decision to award, whichever occurs first, or if the protest of any actual or potential Proposer depends in

whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under Virginia Code Section 2.2-4342, then the time for submitting a protest shall expire in ten days after those records are available for inspection by such Proposer.

If the protest does not meet these requirements, CSPDC may reject the protest or allow the protesting party a reasonable time to correct the deficiencies in the protest documentation. CSPDC shall not be obligated to postpone contract award in order to allow a Proposer to correct a deficient protest, unless otherwise required by law.

Upon receipt of a properly submitted protest, CSPDC shall review the protest and provide a written ruling on the protest to the protesting party in accordance with CSPDC's procurement policy.

CSPDC shall not be obliged to postpone selection or contract award pending resolution of a protest, unless otherwise required by law.





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## ATTACHMENT 1 Required Clauses

**The following Virginia State and FTA federal third-party contracting provisions are applicable to this procurement and resulting purchase order:**

The Virginia Public Procurement Act may be accessed at this link:

[Virginia Public Procurement Act](#)

FTA contracting provisions are contained in Appendix D of FTA Circular 4220.1F, Third Party Contracting Guidelines.

[Third Party Contracting Guidance | FTA \(dot.gov\)](#)

**§ 2.2-4311. Employment discrimination by contractor prohibited; required contract provisions.**

All public bodies shall include in every contract of more than \$10,000 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor of vendor.

**§ 2.2-4311.1. Compliance with federal, state, and local laws and federal immigration law; required contract provisions.**

All public bodies shall provide in every written contract that the contractor does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**§ 2.2-4312. Drug-free workplace to be maintained by contractor; required contract provisions.**

All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations and advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**§ 2.f No Federal Government Obligation or Liability to Third Parties (Use of Disclaimer).**

1. 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.
2. 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.

**§ 3.f Program Fraud and False or Fraudulent Statements or Related Acts.**

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 actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal

Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

**§ 10.a Access to Third Party Contract Records.** Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. 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.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case 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 CFR 18.39(i)(11).

**Changes to Federal Requirements:** Contractor shall at all times comply with all applicable 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.

**Civil Rights** - The following requirements apply to the underlying contract:

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. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, 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.
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. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of 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, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 3. 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.

#### **Disadvantaged Business Enterprise**

- 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. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0%. A separate contract goal has not been established for this procurement.
- 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 CSPDC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. 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 CSPDC. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the CSPDC and contractor's receipt of the partial retainage payment related to the subcontractor's work.]
- e. The contractor must promptly notify CSPDC 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 CSPDC.

**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 4220.1E](#) 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.

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

#### **Termination Provisions**

**a. Termination for Convenience** - The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**b. Termination for Cause** - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of



termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Recipient 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 (Recipient), 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.

**c. Opportunity to Cure** - The Purchaser in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

**d. Waiver of Remedies for any Breach** - In the event that Recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Recipient shall not limit Recipient's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 2 CFR 180. As such, the contractor is required to verify that none of the contractor, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The contractor is required to comply with 2 CFR 1200, and must include the requirement to comply with 2 CFR 1200, 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 CSPDC.

If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the CSPDC, 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 Part 180 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.



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**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) 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.

**Veterans Employment** – Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee. [FTA C 4220.1F, IV, 2. c.(1)]





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**ATTACHMENT 2**  
**Compliance with Required Clauses**

This page must be completed and attached to all proposals.

Commonwealth of Virginia and potentially FTA Section 5307 transit funding will be utilized for this purchase. Thus, the clauses included in **Attachment 1** apply to the purchase, and receipt and compliance with these clauses is to be acknowledged in the submission of the proposal.

Name of Firm / Primary Contact / Address / Email / Phone number:

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The Proposer acknowledges that they have read and will comply with the required clauses in **Attachment 1**.

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Signature

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Date



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**ATTACHMENT 3**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction**

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

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. A 3801, et seq., apply to this certification and disclosure, if any.

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

\_\_\_\_\_ Name and Title of Contractor’s Authorized Official

\_\_\_\_\_ Date

## **ATTACHMENT 4**

### **Functional Requirements**

#### **1. Vehicle Location Tracking**

- 1.1. The system must be implemented through mobile devices on the fleet of buses to track bus location
- 1.2. The system must communicate data and vehicle location in real-time back to a central server hosted by the Proposer every 15 seconds or better
- 1.3. The system must be able to provide turn-by-turn navigation to operators based on a pre-scheduled route or route deviations
- 1.4. The system must track trip time and mileage
- 1.5. The system shall allow the operator to manually enter start mileage, end mileage, and mileage at fueling on the device for verification of automated mileage tracking

#### **2. Passenger Counting**

- 2.1. The system must provide a simple interface on tablets or mobile data terminals to allow operators to enter passenger counts while stopped
- 2.2. The system must assist the operator with counting boarding and alighting passengers at each stop
- 2.3. The system must allow the operator to classify boarding passengers by rider payment for at least 20 different fare types. Fare types must be configurable.
- 2.4. The system must provide a record of stop and route-level boarding and alighting data
- 2.5. The system must allow the operator to record passenger counts at locations other than official stops

#### **3. Driver Interface**

- 3.1. The system must have a logon/logoff procedure for in-vehicle mobile devices that records operator and route
- 3.2. The system must be able to display schedule adherence at individual bus stops or at timepoints
  - 3.2.1. Schedule adherence must be displayed in a user-friendly format such as a color-coded image or time display indicating if the bus is ahead or behind schedule
  - 3.2.2. The schedule adherence display must be able to be enabled or disabled by route
  - 3.2.3. Parameters that define what time deviation is considered on-time must be configurable
- 3.3. The system must be able to limit or prevent bus operator interactions with onboard technology while driving
- 3.4. The system must have the ability for operators to send standardized configurable messages to dispatch. The system must support at least 15 different standard messages.

#### **4. Dispatch Technology**

- 4.1. The system must provide a web interface for dispatchers, managers, and CSPDC staff to view current bus locations and on-time status in real-time

- 4.2. The system must have a playback feature to display historical bus location by date, route, and timestamp on a map to help with customer complaint resolution
- 4.3. The system must be able to show locations of buses whether logged into a route or not
- 4.4. The system should accommodate detours in the routes that are entered by the dispatcher
- 4.5. The system must allow for future expansion of number of routes, stops, vehicles, and users
5. **Management Technology**
  - 5.1. The CSPDC shall own all data and information generated by the system
  - 5.2. The system must provide a web-based reporting tool for accessing reports
  - 5.3. The system must provide predefined reports including but not limited to ridership by stop, route, and fare type; revenue miles; revenue hours; and on-time performance
  - 5.4. The system must enable users to specify date ranges for generation of the predefined reports
  - 5.5. The system must be able to generate reports that are suitable for the National Transit Database (NTD) reporting
  - 5.6. Reports must be exportable to formats including but not limited to .XLSX, .CSV, and .PDF
  - 5.7. The system must provide user management capabilities that provide configurable role-based user access pertaining to their respective job functions
  - 5.8. The system must support at least 15 users, not including bus operator user accounts required for the in-vehicle driver interface
  - 5.9. The system must provide device management capabilities to monitor the operational status of in-vehicle tablets/mobile data terminals including whether it is in service and transmitting data
6. **Communication**
  - 6.1. The system must provide wireless data communication between the in-vehicle mobile device (operators) and the central system (dispatchers)
  - 6.2. The system must provide an offline mode to continue to record real-time data locally on the in-vehicle tablet/mobile data terminal if the communication connection is lost (e.g., in rural areas without cellular service), and transmit backlogged data when the communication connection is restored
7. **Hardware**
  - 7.1. The system shall consist of ruggedized tablets or mobile data terminals, mounts, and cabling suitable to the operating environment in the BRITE Transit service area
  - 7.2. The hardware must have the ability to be powered and charged by the bus rather than requiring hardware to be removed from the bus for charging
  - 7.3. Upon power-up, the tablet or mobile data terminal should be operational and ready for revenue service
  - 7.4. When the bus power is turned off, the tablet or mobile data terminal should remain powered for an amount of time that allows for the completion of transmission of all data
8. **Installation and Testing**
  - 8.1. The Proposer shall be responsible for the installation, configuration, and testing of the system
  - 8.2. The Proposer shall configure the system for all existing route and schedule information

- 8.3. The Proposer shall prepare a testing and system validation plan with clear and verifiable test procedures for review and approval by the CPSDC
- 8.4. The test plan must demonstrate that all system requirements have been successfully met prior CSPDC user acceptance testing
- 8.5. The Proposer shall provide documentation, reference guides, training material, installation guides, and as-built documentation on the installed system

#### **9. Training**

- 9.1. The Proposer shall provide necessary training to assure that the users will be capable of continued operation of the system, maintaining the software and hardware, and handling the diagnosis of software problems
- 9.2. The Proposer shall provide in-person training designed to focus on attendee roles and responsibilities and their interaction with the system:
  - System Administrators (Managers and Supervisors)
  - Dispatchers
  - Drivers
  - Mechanics
- 9.3. The Proposer should provide opportunities for ongoing training or refresher training materials

#### **10. Warranty, Maintenance and Support**

- 10.1. The Proposer must provide at least one year of warranty for all proposed hardware and software
- 10.2. Optionally, the Proposer may provide one-year options for extended hardware and software warranty
- 10.3. The Proposer is required to notify the CSPDC at least 14 days in advance of the installation when new software releases become available



**ATTACHMENT 5  
Existing BRITE Bus Fleet Information**

NTD #	FLEET #	VEHICLE TYPE	MANUFACTURER	MODEL	YEAR MANUFACTURED	VEHICLE LENGTH	SEATING CAPACITY	STANDING CAPACITY	FUEL TYPE
356572	341	Cutaway (CU)	FRD - Ford Motor Corporation	E350 Allstar	2017	22	12	4	Gasoline
	404	Cutaway (CU)	FRD - Ford Motor Corporation	E350 Allstar	2022	22	12	4	Gasoline
356575	340	Cutaway (CU)	FRD - Ford Motor Corporation	E350 Allstar	2017	22	12	4	Gasoline
	403	Cutaway (CU)	FRD - Ford Motor Corporation	E350 Allstar	2022	22	12	4	Gasoline
356608	337	Cutaway (CU)	FRD - Ford Motor Corporation	F550 Senator II	2017	30	26	6	Gasoline
356609	338	Cutaway (CU)	FRD - Ford Motor Corporation	F550 Senator II	2017	30	26	6	Gasoline
356611	339	Cutaway (CU)	FRD - Ford Motor Corporation	E350 Allstar	2017	22	12	4	Gasoline
	402	Cutaway (CU)	FRD - Ford Motor Corporation	E350 Allstar	2022	22	12	4	Gasoline
356613	342	Cutaway (CU)	FRD - Ford Motor Corporation	E450 Allstar	2017	24	20	5	Gasoline
356616	343	Cutaway (CU)	FRD - Ford Motor Corporation	E450 Allstar	2017	24	20	5	Gasoline
360758	345	Cutaway (CU)	FRD - Ford Motor Corporation	E550 Senator II	2017	29	29	6	Gasoline
360759	346	Cutaway (CU)	FRD - Ford Motor Corporation	F550 Senator II	2017	29	29	6	Gasoline
360760	344	Cutaway (CU)	FRD - Ford Motor Corporation	E450	2017	29	20	4	Gasoline
360769	336	Bus (BU)	DKK - Double K, Inc.	Villager	2017	28	24	10	Diesel Fuel

356617	OLD 306	Cutaway (CU)	CMC - Champion Motor Coach	E450	2013	24	20	5	Gasoline
396626	387	Cutaway (CU)	FRD - Ford Motor Corporation	Champion	2014	24	26	6	Gasoline
396627	376	Cutaway (CU)	FRC – Freightliner Corporation	General Coach	2013	32	28	7	Diesel Fuel
396631	377	Bus (BU)	FRC – Freightliner Corporation	Starcraft E650	2011	38	28	6	Diesel Fuel
396632	379	Bus (BU)	FRC – Freightliner Corporation	Starcraft E650	2014	35	26	5	Diesel Fuel
	401	Bus (BU)	FRD – Ford Motor Corporation	E650	2008	36	28	13	Diesel Fuel



**ATTACHMENT 6**

**Price Proposal Sheet — BRITE Mobile Data Collection System**

Item/Description	Qty	Unit	Unit Price (USD)	Extended Price (USD)
Project Services (Project Management, Design, Testing, Documentation)	1	LS		
Hardware	20	EA		
Hardware (Spare)	2	EA		
Software	1	LS		
Installation	20	EA		
Onsite Training		EA		
Travel Expenses	1	LS		
Warranty Support (Recurring Annual Fee)	1	Per Year		
Other (Include Description):				
<b>TOTAL COST (ONE-TIME)</b>				
<b>TOTAL RECURRING ANNUAL COST</b>				
<b>TOTAL OPTIONAL COST</b>				

**Company Name**

\_\_\_\_\_

**Company Representative's  
Name (Print)**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Signature**

**Date**