

**City of Spartanburg**  
**Procurement and Property Division**  
**Post Office Drawer 1749, SC 29304-1749**  
**Phone (864) 596-2049 - Fax (864) 596-2365**

**RFP Legal Notice**  
**Request for Proposals for**  
**Vehicle Tracking System**

**February 18, 2021**

**NOTICE IS HEREBY GIVEN** – SPARTA Transit is seeking a Vehicle Tracking System utilizing GPS technology in conjunction with vehicle location and mapping software to track vehicle locations enroute in real-time.

**Proposal No: 2021-04-06-01**

The City of Spartanburg hereby notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

The City of Spartanburg reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of prospective parties, prior to awarding of the Contract. The vendor that is awarded the proposal will be required to obtain a City of Spartanburg Business License.

**\* Please submit three (3) copies of your sealed proposals:**

**Zoom pre-bid Conference March 23 , 2021 at 10:00 a.m.**

Topic: Pre Bid meeting

Time: Mar 23, 2021 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/93758717694?pwd=T25vV3NtNkIOcDZTQUE2UTNGZzd0Zz09>

Meeting ID: 937 5871 7694

Passcode: 842336

**Sealed Bids Due Tuesday, April 6, 2021 no later than 3 PM.** Proposals must be submitted to Carl Wright, Procurement and Property Manager, City Hall 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room.

Technical questions regarding the scope of services should be directed to Carl Wright, Procurement Manger, at 864-596-2049.

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg  
P.O. Box 5107  
145 W. Broad Street

Spartanburg, SC. 29304

Attn: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for Invitations for bids.

## **SCOPE OF WORK (1)**

To improve the quality of transit service, SPARTA Transit is seeking a Vehicle Tracking System utilizing GPS technology in conjunction with vehicle location and mapping software to track vehicle locations enroute in real-time. SPARTA Transit is also looking to install Automatic Passenger Counters which will be described in Scope of work (2). The GPS readings of the bus location must occur in real-time with vehicle location information posted on a GUI map display available on a public website and viewable through various devices (Smart Phone, Kiosk, Bus Stop, PC, etc.). The system should be equipped with a notification service, whereupon users can subscribe and be able to select one route, multiple routes and/or individual bus stops and be notified when the next bus is coming.

Real time tracking means that a vehicle's location is reported via an AVL device installed on each vehicle and transmitted to an internet server with a delay of not more than 10 seconds. This is done through the use of GPS for pinpointing the location and a wireless communication system (i.e., cellular GPRS) for transmitting the information to an internet server. Proposers shall indicate their recommended rate of transmission for a system such as this.

**The Scope of Work (1) shall be for the purchase and installation of an Integrated Intelligent Transit System, turnkey system consisting of the following component:**

**AVL System- An Automatic Vehicle Location (AVL) system to be installed in a minimum of 11 transit buses.**

**The Scope of work (2) shall be for the purchase and installation of Automatic Passenger Counter turnkey system consisting of the following component:**

It is preferred that the Vehicle Tracking system include a compatible Automatic Passenger Counting (APC) module with full logic to count all boarding and alighting passengers at each stop and calculate the number of riders on-board after each stop.

Currently SPARTA has no passenger counting devices. Passenger counting should only be performed when the door is open. It is preferred that the APC component be integrated with the vehicle location data that is collected and transferred via the wireless communications network to the server after each stop. Specific features of the APC component should include/provide for;

- a. Capture and storage of passenger count data.
- b. Reports generated from passenger count information, to include;
  - i. Clearly identified peak service periods (PSP) based upon passenger counts (loading and unloading) for each specific bus stop by each specific route, and peak service periods within incremental hourly ranges. For example, 300 passengers loaded from 7:00 AM to 8:00 AM at Stops 2, 4, 5 and 6 and 275 passengers were unloaded from 7:00 AM to 8:00 AM at Stops 2, 4, 5 and 6 on Route X.
  - ii. Passengers on and off at specified stops, times, or stated time periods.
  - iii. Ridership counts by route, trip, or stated time periods.
- c. A means to verify proper operation of count sensors and to diagnose problems.

- d. The passenger count sensors should be configured, positioned, and adjusted to reliably detect the presence and direction of each passenger's movement, whether boarding or alighting from the bus.
- e. The sensors must be discrete components that transmit passenger count information to the server in real-time.
- f. The sensors should be electro-optical devices (i.e., infra-red) and should not require physical contact with the passengers being counted.
- g. The sensors should be capable of operating within a transit environment and proper alignment should not be susceptible to normal vibrations found on a bus.
- h. SPARTA wishes to use APC data for NTD purposes.

The Proposers should clearly describe how the passenger count data is obtained and stored as well as the equipment and hardware required for storage and transmission to the server. Additionally, proposers should describe the reports available from the passenger count data, and provide sample reports in the proposal.

## 1. Proposers General Obligations

The Proposer shall furnish the following items and services, as well as any additional items and services described in this RFP that is required to perform all described functions:

- a. Work Plan with project schedule and significant milestones.
- b. Identification of the optimal hardware and system software requirements for the RFP.
- c. All application software required to implement the functional capabilities of this Specification.
- d. All needed engineering and technical support until Final Acceptance.
- e. Complete documentation for all Proposer-provided training and software.
- f. Onsite training of all SPARTA Transit staff
- g. Project management and control, including periodic progress meetings with, and reporting to SPARTA Transit staff.
- h. Maintenance and support for all subsequent Technical Support periods.
- i. A Live Agent is required for Help Desk technical support. (Please provide hours)
- j. Documentation of other locations who have had their APC setup certified for NTD reporting.

## 2. Project Management

Project management will be a key responsibility of both the Vendor and SPARTA Transit. The Vendor's project manager assigned to this project shall have the authority to make commitments and decisions that are binding on the Vendor. All communications between the Vendor and SPARTA Transit shall be documented and coordinated through the project managers.

The Vendor's Project Manager will be responsible for at least the following:

- Providing periodic updates to the Work Plan as needed. Changes to the Work Plan are subject to approval by SPARTA Transit Project Manager(s).
- Providing weekly or daily updates to the Project Schedule component of the Work Plan.
- Submitting written biweekly project status reports detailing progress toward fulfilling objectives in the Work Plan and its project schedule.

- Coordination of project resources and work so that milestones are met in an efficient manner. Tasks will be laid out so as to minimize implementation time and cost while taking into consideration resources and time constraints such as SPARTA Transit staff availability. The Proposer and SPARTA Transit Project Manager(s) will ensure that individuals performing the tasks have appropriate skill levels and credentials.
- Coordination of all required deliverables including data conversion, documentation and training as required by contract.
- Attending SPARTA Transit meetings as requested by SPARTA Transit Project Manager(s).

### **3. Progress Reports**

The Vendor shall prepare a written progress report on a monthly basis. The report shall be made available to SPARTA Transit at least two business days prior to each monthly progress review meeting in either electronic or printed format. The progress report shall include the following items:

- a. An update project schedule with explanations of any deviations from the planned delivery schedule.

The explanation shall include the anticipated impact of any delays and a plan for returning to the target schedule. All delays shall be factored into the project schedule as soon as the Vendor's Project manager is aware of them.

The Vendor shall highlight all changes to the schedule since the last progress report. Proposed schedule changes are subject to the review of SPARTA Transit

- b. An updated documentation schedule highlighting the documents to be transmitted for review during the next two reporting periods.
- c. An updated list of Vendor and SPARTA Transit action items with status and required resolution dates.
- d. A summary of pending and upcoming Vendor and SPARTA Transit activities during the next two reporting periods along with required completion dates. Where appropriate, both goal and "drop dead" completion dates may be identified.
- e. A description of current and anticipated project problem areas or risks and recommended steps to be taken to resolve each problem.

### **4. Weekly Conference Calls**

The Vendor's Project Manager shall participate in weekly conference calls with SPARTA Transit Project Manager(s), who will coordinate with other SPARTA Transit staff as needed. The purpose of these conference calls shall be to review any technical, schedule, action item, deliverable, coordination, or project management issues that need to be discussed in order to help keep the project on schedule. These conference calls shall be scheduled for a mutually agreeable time, preferably at the same day and time each week. These conference calls will be conducted informally, and both the Vendor and SPARTA Transit may propose topics to be discussed each week. A conference call for any given week may be canceled if both Project Managers agree to do so.

### **5. Implementation**

This effort encompasses installation of new software, the transmission of data, conversion and input of the historical data, records, documentation and project management through cutover and formal acceptance. The Proposer will submit and implementation schedule with the RFP. The negotiated implementation schedule will become part of the Proposer expectations.

## **6. Installation, Testing, Acceptance**

The AVL application must have availability of not less than 99.00% of the time from 5:00 AM through 4:00 AM Monday through Sunday.

### **a. Installation**

Upon completion of the installation phase, the vendor shall notify SPARTA Transit in writing of readiness of the system installation for testing.

### **b. Testing**

Once notified that the system is ready for testing, SPARTA Transit and the vendor will schedule a date for performance testing.

### **c. Testing Period**

SPARTA Transit shall operate in test mode for a minimum of thirty (30) days, up to a maximum of ninety (90) days, during the testing period. During this time, SPARTA Transit will compile a list of issues, bugs, or software glitches that shall be the responsibility of the vendor to correct during an additional 30-day period.

### **d. Errors, Corrections, and Fixes**

If, after transit system testing, the hardware and software does not perform to specifications or vendor representations, vendor shall be given thirty (30) days after notification of the problem to remedy the issue

### **e. Final Testing**

Upon satisfying all software and integration problems, etc., SPARTA Transit will again commence a final testing period for thirty (30) days to verify that the vendor has addressed all identified problems without any further issues.

### **f. Acceptance**

After final testing is completed to the satisfaction SPARTA Transit, the General Manager or his designee will issue a letter of acceptance to the Vendor.

## **7. Training**

Vendor is required to train SPARTA Transit personnel to proficiency on all software products offered. All training shall be conducted at SPARTA Transit offices located in Spartanburg, SC and all training schedules will be coordinated with SPARTA Transit Project Manager(s).

### **a. Training Program**

Vendor will be required to provide a combination of classroom and "hands-on training" for all software and hardware products offered. Training content and duration shall be stated

specifically in the proposer's written response to this procurement. All instructors shall demonstrate a thorough knowledge of the software and hardware covered in training.

b. Class Size

Vendor shall examine the SPARTA Transit staff size to assess the potential number of staff who will be required to attend vendor training on the various software products to be held at SPARTA Transit

c. Manuals and Documentation

Vendor shall provide four (4) copies of the software manuals for each product offered as part of this procurement. Vendor will also be responsible for supplying SPARTA Transit with any manual(s) update for the system and/or software timely. If Vendor has online manuals please state this in the Proposal

d. Help Desk Support

Vendor shall provide Live Help Desk Support regarding questions or problems after Final Acceptance of software and hardware. SPARTA Transit expects vendors to include a minimum of three days of onsite support for Final Acceptance and to close out any issues or bugs in software or hardware.

**8. General Characteristics of Product**

1. Describe the proposed system architecture and identify its advantages and disadvantages.
2. Identify issues that SPARTA Transit should anticipate, and indicate how they are resolved using your system and services.
3. Describe additional software required to operate system efficiently, including operation system, network software, database, utilities (if applicable), report writer, and other additional software required to take full advantage of the system.
4. Describe your history of releasing enhancements to your software for the last two years.
5. Describe the training your company will provide and explain your experience in terms of how your training plan has improved other organizations; ability to manage its resources and fulfill its mission more efficiently and effectively.
6. Describe your implementation services, with particular emphasis on planning, conversion, and process change management. Include a phased implementation plan.

**9. Warranty/ Customer Support Services**

**1. Standard Limited Warranty**

The Contractor shall provide a minimum 3 year warranty on all equipment, hardware, software, etc. The warranty for all three (3) components shall commence once the entire system is fully functional; tested; accepted and documented by written correspondence as competed by SPARTA Transit. SPARTA Transit agrees to operate and maintain all equipment, hardware, software, etc., in accordance with the Contractors specific instruction in order to maintain all warranties. The Proposer must provide the following information:

- a. Describe the manufacturer's warranty and your plan to support the warranty for all system(s) requested in the RFP.
- b. Provide a copy of the warranty and maintenance agreements/ terms.

- c. Describe the availability of parts and how you propose to maintain the installed system(s) during the warranty period.
- d. Describe your plan to provide service and customer support to SPARTA Transit after the warranty period is over.
- e. Describe the provision for customer service, including the personnel assigned and a description of the tasks for which they will be responsible.
- f. Provide a toll-free number for warranty, customer service and account inquiry during the hours of 8:00 am and 6:00 PM (Eastern Time). Include information on evening and weekend support hours, rates, and services.

## **10. Software Support**

Software support during the three (3) year standard warranty period shall include technical support for all hardware and software with a 24x7 support line, as well as providing, licensing, installing and integrating all released software patches and updates.

- a. Describe the established procedure for software support from one or more qualified firms to be available on a **three-hour response basis**, when needed by SPARTA Transit to assist with fault diagnosis and/or component replacement.
- b. The proposal shall include a list of the support firms, their responsibilities and the response arrangements.
- c. If a support firm does not respond within the agreed response timeframe, or when a support firm is not able to provide the needed support, the Contractor shall provide, during the warranty period, supplementary support in accordance with an agreed escalation procedure. The escalation procedure can initially involve telephone support, but must culminate in the Contractor providing on-site support if needed. The proposal must define the proposed support escalation procedure.
- d. The Contractor shall conduct a one-day on-site follow-up analysis, including a written report on the findings of this analysis, on how the system is being use. This follow-up support effort shall be completed between 9 and 15 months after acceptance.

## **11. Technical Support**

On-site technical support shall be provided by the Contractor on an as-needed basis. Support personnel qualified to maintain the Contractor's equipment shall test and resolve operation and maintenance problems when qualified SPARTA Transit personnel have been unable to resolve those problems, during the applicable warranty period. The Contractor's personnel shall isolate failures, provide replacement parts, and respond to any warranty claims, including initiation and follow up of remedial actions. The Contractor shall notify SPARTA Transit of any published technical service bulletins and provide remediation action to the affected equipment. Support personnel shall include field service engineers, technicians, and repair personnel as required. Support personnel shall be on SPARTA Transit property until the equipment has completed the acceptance testing, responding within 2 working days of SPARTA Transit's request thereafter for problems not resolvable through a remote help desk.

## **12. Maintenance Service Manuals**

SPARTA Transit shall have, at a minimum, electronic access to block diagrams, exploded views, illustrated parts breakdowns, and schematic drawings and descriptions of assemblies and the relationship of components, subsystems, and systems. All documentation detailed in this



specification shall be included irrespective of equipment manufacturer. Photographs may be used to support specific descriptions but are not sufficient alone.

### **13. Repair or Replacement of Faulty Components**

During the three (3) year standard warranty period, the contractor shall repair or replace any faulty components at no charge. SPARTA Transit will follow the process as outlined below:

SPARTA Transit will ship each faulty component to the Contractor, who shall return a new or repaired component within one week of receiving it.

- If the Contractor determines that a returned component is not faulty, SPARTA Transit shall receive the original component back in working order within two days of the Contractor originally receiving the returned component.
- All components received back at SPARTA Transit from the Contractor will be tested in accordance with the original **Acceptance Test Procedure (ATP)**, and returned to the Contractor if faulty accompanied by a certification.
- The Contractor shall pay all shipping charges to and from SPARTA Transit and any charges associated with the repair or replacement of faulty units.
- Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.

### **14. System Wide Replacement**

If at least 20% of a given component requires repair or replacement within the warranty period, the component shall be deemed to warrant system-wide replacement. System-wide replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault. Even if the system-wide replacement activity extends beyond the end of the warranty period, the Contractor shall be obligated to complete it if the need was documented before the end of the warranty period.

### **15. Customer Support Services**

Extensive support will be required to ensure an efficient and successful implementation. Describe in detail how your services will support this effort, particularly in these areas:

1. Proposer must provide the following types of support, each with a guaranteed three (3) hour response by a staff member capable of addressing the situation.
2. Help desk service between 8:00 AM and 6:00 PM Eastern time. Calls are to be answered by staff member capable of resolving the problem or routing calls properly and expeditiously.
3. 24 Hour emergency support.
4. Electronic Mail.
5. Please describe how your program supports problem reporting through each of these media. Describe your support team and indicate percentage of staff available to take calls and of those, percentage of those competent to address various types of problems.
6. Please describe additional implementation services unique to your company.
7. Proposer must provide copies of all documentation and updates in a timely manner. Manuals must be process-oriented, clear, and easy-to-use.

### **16. AVL System**

#### **1. AVL Software Module**

Shall include at a minimum:

- a. Web based mapping service such as Google maps for vehicle tracking of SPARTA Transit routes by the public on the SPARTA Transit website or a separate dedicated website.
- b. Ad-hoc maps and routine updates.
- c. Administrator module to monitor bus location information, etc.
- d. Geo-fencing of vehicles including dispatcher alerts.
- e. Navigational map tool/customer (passenger) interface module.
- f. Route management module.
- g. Vehicle location module.
- h. Website information display.
- i. Data storage and reporting.
- j. Five year software updates at no charge.
- k. Open source software is preferred but not required.
- l. Ability to automatically export AVL data into the General Transit Feed Specifications real time for trip updates, service alerts, and vehicle positions.
- m. Public API for retrieval of AVL data can be accessed by SPARTA Transit and the public.

## **2. AVL Customer (Passenger) Interface Module**

Shall include at a minimum:

- a. Provide a public interface to customers indicating bus location information displayed on a map on the SPARTA Transit website
- b. Provide a mobile public interface to customers indicating bus location information displayed on a map and configured to properly display on all smart phones.
- c. Continuously update the web page to show the real time location of all buses by route, until the user closes the web page.
- d. Allow users to switch off certain routes so as to display a single route or a combination of user selected routes.
- e. Shall provide predictive estimate of bus arrival times at designated stops based on the average speed of the bus and traffic impacts. Customers shall be able to click on a designated stop and the map shall display the predictive estimate of the next bus arrival time.
- f. Automatically post relevant AVL system information to SPARTA Transit Facebook feed to communicate all buses that are operating more than 5 minutes behind schedule; to communicate all bus stops that are currently closed due to detours or other reasons; or to communicate a general message that all buses are operating on-time (defined as no more than 5 minutes late).

## **3. AVL Downtown Passenger Transfer Terminal Module**

Proposers shall include in their Proposal a Downtown Passenger Transfer Terminal Module that can be exercised at the SPARTA Transit discretion within 120 days of contract award of the AVL System. SPARTA Transit desires to interface the Downtown Passenger Center customer information signs including the following:

- a. Inside the passenger waiting area (building interior) a large screen monitor shall display a color map of all SPARTA Transit routes, the real time location of buses on all routes on the

map, updated at least every 10 seconds. This large screen monitor shall be placed in an overhead location clearly visible to customers standing nearby. The map should be of sufficient size and scale to make it easily understandable and readable from a distance of 15 feet.

- b. Inside the passenger waiting area (building interior), a large screen monitor (separate from the route monitor) shall display the predictive estimated arrival times of the next bus for each SPARTA Transit route. The format for this should be in large print so as to be easily readable by persons with visual impairments standing a reasonable distance from the monitor. Proposer shall provide the large screen monitor and all necessary mounting and installation, cabling, wiring, testing for proper functionality, etc.

#### **4. AVL Route Management Module**

Shall include at a minimum:

- a. Provide dispatcher real-time information to manage daily operations and determine the location of any fixed route vehicle in service.
- b. Display the time each bus arrives at each stop, by route, and the “wait times” (e.g., the amount of time it will take for the bus to arrive at the stop).
- c. Display real time status (i.e., color-coding), with the emphasis on off-route or off schedule vehicles.
- d. Utilize the real time AVL information received from the vehicle to update schedule adherence in relation to its scheduled information, and display, system on-time performance statistics, relating to the overall performance of fixed route system.
- e. Provide detailed explanation of route management components and how they work with other components of the system.
- f. Provide screen shots of applicable windows describing key features, attributes, and the information available within the display and the management component.
- g. Shall generate the following reports, at minimum:
  - a. Garage pull out/ pull in time
  - b. Vehicle and route utilization
  - c. Headway analysis report
  - d. Schedule adherence and on-time performance by route
  - e. Mileage Tracking by bus

#### **5. AVL Administrator Interface Module**

Shall include at a minimum:

- a. Provide sample screen shots and a high-level diagram of major menu options and administrative tools as part of the proposed web service system.
- b. Security to manage system access, including support for multiple security and access levels; applying different security levels to specific users.
- c. Incorporate the run/block numbers to allow for switches, from one run/block to another in response to traffic delays, high passenger loads, driver no-shows, etc.
- d. Allow SPARTA Transit staff to easily maintain the AVL System including a visual route creation element to add, delete, or revise routes; revise route numbers/ names; revise bus stop locations, etc.

- e. Provide a vehicle and route history function whereby SPARTA Transit staff can determine arrival times on specified dates at specified bus stops for certain buses or routes, speed of individual buses at certain dates/ times and locations, driver login information by date/time.

## 6. AVL Functional Requirements

Shall include at a minimum:

- a. Accurately track bus locations en-route in real-time (delay not more than 10 seconds) and provide visual mapping displays.
- b. Software design shall be expandable to include all necessary interfaces to support the subsystems as well as other future functions
- c. Develop the tracking website using internet mapping service such as Google Maps including: one integrated map with a detailed map of the Spartanburg County streets, major landmarks; standard map display features (zoom in/out, panning etc.); an automatic refresh feature with the option of refreshing the map views 'upon-demand'; capabilities to trace routes, place stops and landmarks on the map.
- d. Predict the arrival of the bus (both outbound and inbound) at the selected bus stop on a particular fixed route.
- e. Software to allow SPARTA Transit management to continuously track and monitor vehicles and bus operators, both in real-time and by using archived information. The following reports are required:
  - Vehicle Location Data (replay map)
  - Management reports that provide critical operational information relative to on-time performance.
  - Improved customer service data and reports to reduce call center inquiries.

Hold Harmless: The Contractor agrees to indemnify and hold harmless the City of Spartanburg from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the City of Spartanburg.

Contractor \_\_\_\_\_



# Price Page

Request for Proposal

City of Spartanburg  
P.O. Box 5107  
145 W. Broad Street  
Spartanburg, SC. 29304  
Email:  
cwright@cityofspartanburg.org

## Fuel Farm Safety Deck

### Request for Proposal Vehicle Tracking System

Proposer has examined this Request for Proposal, the Advertisement for this Request for Proposal, and the following Addenda (receipt of which is hereby acknowledged):

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

The vendor shall provide a detailed, itemized description to include but not limited to:

- AVL Modules ( 11 units )
- AVL **Software Module** including all software, hardware, development, installation, materials, supplies, labor, services, training, data conversion fees, documentation and travel.
- AVL **Customer Interface Module** including all software, hardware, development, installation, materials, supplies, labor, services, training, data conversion fees, documentation and travel.
- AVL **Downtown Passenger Transfer Terminal Module** including all software, hardware, development, installation, materials, supplies, labor, services, data conversion fees, training, documentation, and travel.
- AVL **Route Management Module** including all software, hardware, development, installation, materials, supplies, labor, services, data conversion fees, training, documentation, and travel.
- AVL **Administrators Module** including all software, hardware, development, installation, materials, supplies, labor, services, data conversion fees, training, documentation, and travel.
- **Interface with Automatic Passenger counters (APC's)**

Initial (set ,startup) Lump sum..... \$ \_\_\_\_\_

After a successful startup; an annual reoccurring fee (cost) \$ \_\_\_\_\_

# FTA CLAUSES

The City of Spartanburg "SPARTA" is federally funded and therefore all vendors are subject to and all Procurements include the following contract clauses implicitly required federal clauses for ALL City of Spartanburg "SPARTA" purchases. Reference all regulations in circular 4220.1F regarding procurements involving third party contract.

[city\\_procurement@cityofspartanburg.org](mailto:city_procurement@cityofspartanburg.org)

## FTA REQUIRED CLAUSES FOR THIRD PARTY CONTRACTORS AND SUB-AGREEMENTS

In order for THE CITY OF SPARTANBURG "SPARTA" to use FTA financial assistance to purchase/conduct capital projects THE CITY OF SPARTANBURG "SPARTA" , and the third party contractor(s) qualified to perform these projects, must comply with all applicable Federal requirements. The City of Spartanburg "SPARTA" is federally funded and therefore all vendors are subject to and all Procurements include the following contract clauses implicitly required federal clauses for All City of Spartanburg "SPARTA" purchases. Reference all regulations in circular 4220.1F regarding procurements involving third party contract.

**These clauses are not required for micro-purchases, except for construction related contracts over \$2000 where Davis-Bacon is a requirement.**

All FTA Contracts and Subcontracts:

- 1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES:** (a) 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 the 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. (b) 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.
- 2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS** (a) 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 the underlying contract or the FTA assisted project for which the 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. (b) 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. (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO RECORDS ADA Access (All)** In general, contractors must comply applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations.

- 3. FEDERAL CHANGES** 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 contract.

### 4. CIVIL RIGHTS

**Nondiscrimination** - In accordance with Title VII 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. Equal Employment Opportunity 1. 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 - The following equal employment opportunity requirements apply to the underlying contract: et seq 2.

**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. ., (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.

**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.

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 (All)**

It is federal and state policy to award a fair share of contracts to disadvantaged business firms. Accordingly, affirmative steps must be taken to assure that disadvantaged businesses are utilized to meet DBE goals and objectives as outlined in the Grant Agreement. It is hereby declared to be the public policy of the City of Spartanburg "SPARTA" to encourage, develop and support the full participation of disadvantaged business in City of Spartanburg "SPARTA" contracts. "Disadvantaged Business Enterprises" as defined in Section 8(d) of the Small Business Act, is a small business concern owned and controlled by socially and economically disadvantaged individuals. The term "owned" means that at least fifty-one percent (51%) of the business is owned by disadvantaged group members, or in case of publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by disadvantaged group members.

**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, 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 THE CITY OF SPARTANBURG "SPARTA" requests which would cause THE CITY OF SPARTANBURG "SPARTA" to be in violation of the FTA terms and conditions. The following is a standard termination clause. Construction and A&E Contracts will usually have some type of specific clauses which are industry standard.

**Energy Conservation Requirements (All)**

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

**RECYCLED PRODUCTS 42 U.S.C. 6962 40 CFR Part 247 Executive Order 12873 (\$10,000 or more)**

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Consultant procures \$10,000 or more of one (1) 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. Flow down Requirements: These requirements flow down to all consultant and sub-consultant tiers. Recovered Materials - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The consultant agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions. >\$25,000**

(Third Party Contracts Over \$25,000) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, 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 Jackson Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Jackson Transit Authority, 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 49 CFR 29, 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.

I hereby certify that by signing below, all applicable federal requirements relating to FTA C 4220.1F will comply with the Federal Laws and Regulations that affect FTA funded procurements. These FTA requirements are incorporated into the City of Spartanburg "SPARTA" policies and procedures whereby being adopted by Resolution Number 12-15. The Resolution shall be in full force and effect from and after its adoption and the procedures required by law.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Full Name

Company Name \_\_\_\_\_

Title \_\_\_\_\_

PO # \_\_\_\_\_

Vendor shall complete this form and email it or fax it to [city\\_procurement@cityofspartanburg.org](mailto:city_procurement@cityofspartanburg.org) / 864-596-2365