

REQUEST FOR PROPOSAL

Provide an Intelligent Transportation System (ITS) for the
Jefferson Parish Department of Transit Administration



RFP No.: **0507**

Proposal Receipt Date: **November 7, 2025**

Proposal Receipt Time: **3:30 p.m.**

Jefferson Parish
Department of Purchasing
200 Derbigny Street, Suite 4400
Gretna, LA 70053

(504) 364-2678

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REQUEST FOR PROPOSAL FOR

Intelligent Transportation System (ITS for Jefferson Parish Department of Transit Administration)

1.1 Background

Jefferson Parish is located within the New Orleans metropolitan area, and adjacent to Orleans Parish. The population of Jefferson Parish according to the 2010 Census was 432,552. The Jefferson Parish Department of Transit Administration (JPDTA) operates a fixed-route service, as well as Mobility Impaired Transit Service (MITS) or paratransit service, primarily within Jefferson Parish but with connections to neighboring parishes.

JPDTA fixed route service has a fleet of forty-three (43) fixed-route vehicles with an additional four (4) buses that operate as spares.

Existing ITS platform includes Digital Recorder/Automated Voice Announcement (AVA) system, real-time (Shadow) tracking, and LED signs (Illuminator). Proposers are required to outfit all Jefferson Transit fixed-route vehicles with ITS platform.

Below are some of the basic operating characteristics of JPDTA fixed-route service:

JPDTA Fixed Route Operating Characteristics (2024)	
Annual Revenue Hours	109,895
Annual Revenue Miles	1,553,985
Annual Unlinked Trips	1,340,310
Annual Fare Revenues	\$1,724,241.32
Average Fleet Age	7 Years
Unlinked Passenger Trips per Revenue Hour	12.20

JPDTA uses Transdev as its sole bus operator. JPDTA currently uses VDS (a software created by Transdev) and Excel for scheduling. The number of trips per day on the weekdays is 229. The number of Saturday trips per days is 128; and the number of Sunday trips per day is 55. JPDTA operates 31 vehicles in revenue service during peak periods.

1.2 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Code of Ordinances Section 2-895 et. seq. from bona fide, qualified Proposers who are interested in providing Scope of Work as defined in Part II hereof. By submitting a proposal,

Proposer agrees to comply with all provisions of Louisiana law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish (hereinafter sometimes referred to as the "Parish") standard terms and conditions as adopted by Jefferson Parish Council Resolution.

1.3 Goals and Objectives

As a municipal transit department, JPDTA must optimize the use of scarce funding for its operational expenses, looking for efficiencies and cost reductions wherever possible. JPDTA is interested in proposals that demonstrate understanding and consideration of these funding challenges, and that include features that provide the greatest benefit to JPDTA and its end users. This will include several technologies used currently within the transit industry.

Procurement of the technology will provide a comprehensive platform across which JPDTA, and its operations contractor can manage data in real time and streamline overall transit-system management. The technology will also include the capability to deliver a mobile application for Transit passengers. This RFP should include all optional technologies and/or that may or may not be selected by JPDTA for deployment depending on funding availability and other factors.

The system shall meet all specified requirements and have the capability to serve present and future operational needs, within the constraints established by commercially available systems. Proposers are urged to maximize the potential realization of the requirements/specifications while minimizing custom development.

1.4 Proposer Minimum Requirements

The Proposer must be experienced at providing systems similar in nature and complexity to the project outlined in this Request for Proposal; and meet the following criteria:

- i. Be a franchised dealer and service facility for the major manufacturer's products furnished under this contract.
- ii. Maintain a fully staffed and equipped service facility.

Warranties:

The Proposer shall provide a complete inventory of equipment installed, including description, manufacturer, model, and serial number, and submit any manufacturer's warranty or registration forms.

If the manufacturer's warranty is longer than one year, such warranty shall be provided to the owner. The Proposer shall warrant all equipment to be free of defects in materials and workmanship for duration of the contract. For any failures within the warranty period, provide answers to service calls and requests for information within a 24-hour period and repair or replace any faulty item within a 23-hour period without charge, including parts and labor.

Industry Standards/Tests/Recommendations:

The following are standards, tests, and recommended methods that apply to this work.

- a) United States Military Standard (MIL-STD)
- b) SAE International (SAE)
- c) Universal Serial Bus (USB)
- d) Ingress Protection Rating (IP)
- e) International Organization for Standardization (ISO)
- f) Federal Communications Commission (FCC)
- g) Audio System Design and Installation (ASDI)

References:

Proposers must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in past two years. Contact person(s), addresses and telephone numbers for each reference shall be included.

The Proposer may satisfy the Minimum Requirements through the use of a subcontractor.

1.5 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
A. RFP posted online @ www.jeffparishbids.net	10-1-2025	At least 30 days prior to the last day that proposals will be accepted
B. Pre-Proposal Conference	10-17-2025	9:00 a.m.
C. Deadline to receive written inquiries	10-24-2025	3:30 p.m.
D. Proposal Receipt Date and Time	11-7-2025	3:30 p.m.
E. RFP Evaluation Committee Meeting		TBD

Proposers are encouraged to check the general information board in the General Government Building located at 200 Derbigny St., Gretna and the Joseph S. Yenni Building located at 1221 Elmwood Park Blvd., Jefferson. Additionally, Proposers may check for meeting information posted on the Jefferson Parish website, <http://www.jeffparish.gov/>.

F. Council Selection via resolution	To be scheduled
G. Contract Ratification via resolution	To be scheduled

NOTE: The Parish of Jefferson reserves the right to deviate from these dates.

1.6 Proposal Submittal

All proposals in accordance with Section 2-895 of the Jefferson Parish Code of Ordinances shall be received by the Jefferson Parish Purchasing Department **no later than date and time shown in the Schedule of Events in order to be considered responsive.**

Important – Clearly mark outside of electronic envelope, with the following information and format:

- Proposal Name: **Provide an Intelligent Transportation System (ITS) for the Jefferson Parish Department of Transit Administration**
- Proposal No. **0504**
- Proposal Receipt Date and Time: **November 7, 2025 3:30 PM**

Proposals will only be received online through the Jefferson Parish e-Procurement site, Central Bidding. Central Bidding can be accessed by visiting either www.jeffparishbids.net or www.centralbidding.com. Registration is required and free for Jefferson Parish Proposers by accessing the following link: www.centrauctionhouse.com/registration.php.

The Proposer is solely responsible for the **timely submission** of its proposal. Late proposals will not be accepted.

Price Proposals and/or price schedules shall be submitted in a separate electronic sealed envelope as notated on the Central Bidding page as **“Pricing Attachments”**. Price Proposals will remain sealed and shall not be read until the completion of the scoring of the Technical Proposal Evaluation during the RFP Evaluation Committee Meeting. Once read, the Price Proposals will be evaluated and scored in accordance with Section 1.31. Price Proposals shall be worth twenty-five percent (25%) of the total scoring points assigned.

RFP Evaluation Committee Meetings are open to the public.

1.7 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

Technical Proposals:

- A. **Cover Letter:** Containing summary of Proposer’s ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and negotiate a contract with the Parish. The letter shall be signed by a person having authority to negotiate and to commit the Proposer to a contract. If Proposer is a sole-proprietorship, Proposer must include a statement that the company is a sole-proprietorship signed by the owner. If Proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

A sample corporate resolution may be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. Proposers are advised that except as otherwise provided by law, all documents submitted to the Parish under this RFP are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made in accordance with the law.

- B. Table of Contents:** Organized in the order cited in the format contained herein.
- C. Technical Proposal Elements:** Illustrating and describing compliance with the RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications. (See Section 2.7.A for further details.)
- D. Proposer Qualifications and Experience:** History and background of Proposer, including but not limited to status with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc. (See Section 2.7.B for further details.)
- E. Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Profile:** Proposers are requested to submit documentation from the past three (3) years demonstrating Proposer's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc. Such information should be included in the technical portion of the proposal submission and **MUST NOT** be included with the cost proposals and/or price schedules.

Price Proposal:

Proposer's fees and other costs shall be submitted **in a separate electronic envelope (named "Pricing Attachments")** with proposal submission. This Price Proposal shall include any and all costs the Proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. The Price Proposal shall be worth twenty-five percent (25%) of the total scoring points assigned. The maximum price proposal points shall be calculated by multiplying the number of price proposal points assigned to price in the evaluation criterion multiplied by the number of evaluators scoring the proposal. Evaluation of Price Proposal shall take place after the Technical Proposal Evaluation has been completed.

1.8 Number of Response Copies

Each Proposer shall submit one (1) original **electronic** signed proposal. PDF files are preferred. Price Proposals **shall not** be included in the Technical Proposal of the proposal.

1.9 Legibility/Clarity

Proposals submitted in response to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposal shall demonstrate an understanding of the requirements. Proposals shall be prepared simply and economically, providing straightforward, concise descriptions of the Proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.10 Pre-proposal Conference

A pre-proposal conference will be held at **(9:00 a.m., October 17, 2025 at the Jefferson Parish Transit Building located at 118 David Dr., Suite 211, Metairie, LA., 70003.)**. Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions thereto.

Any Prospective Proposer intending to submit a proposal is encouraged to attend and should have at least one authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the pre-proposal conference, the only official answer or position of the Parish of Jefferson will be stated, in writing, in response to written questions in the form of an addenda provided to all Prospective Proposers.

1.11 Written Inquiries

The Parish shall only consider written and timely communications from Prospective Proposers. No negotiations, decisions, or actions shall be binding as a result of any oral discussions with any Parish employee or Parish consultant. Answers to questions that materially change or substantially clarify the RFP shall be addressed by addendum and provided to all Prospective Proposers.

1.12 Inquiry Periods

An initial inquiry period is hereby firmly set for all Prospective Proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. **Without exception, all questions MUST be in writing** (even if an answer has already been given to an oral question during the pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter. All official responses to inquiries will be communicated in the form of an addendum.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and Prospective Proposers to conduct their in-depth proposal review and submit initial inquiries in a timely manner.

A final 3-day inquiry period may be granted if additional questions or requests for clarification are received as a result of an addendum. Questions relative to the addendum shall be submitted no later than 3:30 p.m., three (3) full business days from the date the addendum is posted. If necessary, another addendum will be issued to address any final questions received.

Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended clarified by any addendum issued as a result of the final inquiry period.

Said written inquiries submitted by the Prospective Proposer shall clearly cross-reference the relevant RFP section. The Parish shall only respond to those inquiries received by the established deadline. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all Prospective Proposers.

Inquiries in accordance with this section may be delivered by e-mail or **posted on the Central Bidding site**:

Phone: **(504) 364-2680**

Buyer Email: shanna.folse@jeffparish.gov

Buyer Name: **Shanna Folse**

1.13 Required Signed and Notarized Affidavits

Affidavits must be completed, signed, properly notarized and submitted in its original format prior to contract approval in accordance with Section 2-895 et. seq. of the Jefferson Parish Code of Ordinances. For the convenience of Proposers, these affidavits have been combined into one form entitled, *Request for Proposal Affidavit*.

All Proposers who submit a proposal with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the Proposer, who would assist in providing services or materials under the proposal or who would share in any fees, commissions or other remuneration under the proposal. Substitutions or subsequent addition of subcontractor(s) or other persons to this RFP and any ensuing contract must be requested in writing and approved by Council Resolution. Said written request shall provide the detailed justification of the compelling need for such additional substitution.

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP

1.15 Performance Bond

NOT REQUIRED FOR THIS RFP

1.16 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP

1.17 Proposal Validity

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time a contract is executed.

1.18 Revisions, Withdrawals, Protest Procedures

Changes or revisions may be made to submitted proposals, prior to the Proposal Receipt Date and Time, through the Jefferson Parish e-Procurement System. All addenda and changes must cross-reference the relevant RFP section.

Proposer(s) request(s) for withdrawal of proposal(s) to this RFP must be submitted in writing and received prior to the Proposal Receipt Date and Time as set forth in Section 1.5, Schedule of Events.

Any Proposer that submitted a proposal in response to this Requests for Proposals may protest in writing to the Director of Purchasing within 48 hours of the evaluation committee meeting. The Purchasing Director will review the complaint in conjunction with the Parish Attorney's Office who will then respond as soon as possible in writing to the Proposer.

1.19 Cost of Offer Preparation

All proposals submitted in response to this RFP shall be at the sole cost and expense of the Proposer and shall not be subject to reimbursement by the Parish of Jefferson.

1.20 Acceptance of Proposal Content

Proposer's submission to this RFP shall be construed as an acceptance to be bound by the terms and conditions stated herein. Any action in contradiction of this acceptance may result in rejection by the Council.

1.21 Written or Oral Discussions/Presentations

The Parish may conduct written or oral discussions with Proposer(s) to clarify and/or enhance the Parish's understanding of submitted material. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract. Conversely, the Parish may make awards based on initial offers. Neither negotiations nor changes to proposals will be allowed during these discussions.

1.22 Standard Terms and Conditions and Non-negotiable Contract Terms

- A.** The standard general terms and conditions used by the Parish of Jefferson may be found in Resolution No. 136353. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, (504) 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish's website, <https://www.jeffparish.gov/466/Document-Library>
- B.** Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds.

C. Inspector General: It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

1.23 Taxes

Jefferson Parish is exempt from paying sales taxes under Louisiana State Revised Statute 47:305.7(A)(1). All prices for purchases of supplies and materials by Jefferson Parish shall be quoted exclusive of State and Parish taxes.

1.24 Selected Proposer's Responsibilities

The Selected Proposer shall be required to provide all items and services offered in their proposal. The Selected Proposer shall be the sole point of contact for all contractual matters, including payment of any and all charges resulting under the contract.

1.25 Sub-Contractor Requirements

If the Proposer intends to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a subcontractor, the Proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor Requirements to be met by respective subcontractor(s). Upon request of Parish, the information requested of the Proposer under the terms of this RFP shall also be supplied for each subcontractor used to satisfy any of the Proposer Requirements and/or Scope of Work included in the proposal. Please note that Subcontractors cannot be used to satisfy the license requirements of this RFP. Unless specifically permitted in the contract with the Parish of Jefferson, the successful Proposer(s) shall not contract with any other party for furnishing any of the work herein requested in the Scope of Work without the ratification by Jefferson Parish Council Resolution.

1.26 Insurance Requirements

Selected Proposer shall furnish the Parish with certificates of insurance evidencing mandated coverage(s) pursuant to Resolution No. 136353, as amended, and Attachment "A". A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, <https://www.jeffparish.gov/466/Document-Library>

1.27 Subcontractor Insurance

The Selected Proposer shall include all subcontractors as named insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be in conformity with Resolution No. 136353, as amended. A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, <https://www.jeffparish.gov/466/Document-Library>.

1.28 No Guarantee of Quantities

The Parish of Jefferson does not guarantee quantity or services required in the Scope of Work defined in Part II. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities of items or extent of Scope of Work are estimated values. In the event a greater or lesser quantity is required, the Parish reserves the right to increase or decrease said values in accordance with the Price Proposal.

1.29 Contract Negotiations

The Parish administration shall negotiate the details of service delivery, the terms of the contract, and the contract price most advantageous to the Parish with the Proposer(s) selected by the Jefferson Parish Council (sometimes referred to throughout this document as the "Council") and submit the contract, in final form, to the Council for award. Contract negotiations are limited by Section 1.22(B) Non-negotiable Contract Terms in this RFP. In the event a contract cannot be successfully negotiated, the RFP Evaluation Committee shall seek authorization from the Council to negotiate a contract with another Proposer under this RFP.

1.30 Cancellation of RFP or Rejection of Proposals

In accordance with Section 2-895 of the Parish of Jefferson Code of Ordinances, the Parish through its Council may reject any or all proposals received in response to this RFP or cancel this RFP prior to proposal Receipt Date and Time if in the best interest of the Parish.

1.31 Evaluation and Selection

In conformity with Section 2-895 of the Jefferson Parish Code of Ordinances, all proposals will be evaluated by the RFP Evaluation Committee. Before beginning the evaluation process, the Evaluation Committee must review the RFP concerning not only the task of description, but also the qualifications and the evaluation criteria. The Evaluation Committee shall be comprised of representative from the requesting department(s), a representative from the Council Research and Budget Office, a representative from the Purchasing Department, a representative from the Finance Department and a representative from the Parish Attorney's Office, who will be a non-evaluating member and shall act as secretary of the Evaluation Committee, and is solely responsible for disseminating all information received during the review process. Also, if deemed necessary and duly authorized by Council Resolution, additional employees of Jefferson Parish may be appointed as members of the RFP Evaluation Committee. The maximum Technical Proposal points shall be calculated by multiplying the number of Technical Proposal points assigned to the technical criterion multiplied by the number of evaluators scoring the proposal. After completion and tallying of the Technical Proposal Evaluation scores, each RFP Evaluation Committee member shall sign and date his/her individual score sheet. After the secretary of the Evaluation Committee collects all individual technical score sheets, the Purchasing Department representative and the representative of the requesting department(s) shall tally the individual scores to obtain a total Technical Proposal evaluation score for each Proposer. Following the tabulation of Technical Proposal scores, the Purchasing Department representative shall open the sealed Price Proposals and shall read the pertinent portions of those Price Proposals aloud.

To the extent necessary, the Evaluation Committee may further review and analyze the Price Proposals and/or request and receive clarification of the pricing information provided by the Proposers for submission to the Council. After discussion of all Price Proposals, the Finance Department representative shall calculate the price proposal evaluation portion of the scoring sheet, using the Price Proposals submitted by Proposers and the formula below. The Price Proposal evaluation shall constitute twenty-five percent (25%) of the total scoring points assigned. The maximum Price Proposal points shall be calculated by multiplying the number of cost points assigned to price in the evaluation criterion multiplied by the number of evaluators scoring the proposal. The Proposer with the lowest price shall receive the highest Price Proposal evaluation score.

Other Proposers will receive a cost evaluation score computed as follows:

$$CS = (LPC/PC \times X)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost submitted

PC = Proposer's cost

X = Maximum combined cost points available.

After the Finance Department representative completes the cost evaluation scores, the Purchasing Department representative and the requesting department representative shall each add the cost evaluation scores for each Proposer to the tabulated technical scores of each Proposer, totaling the final number of points assigned to each Proposer. The tabulated score sheet shall be signed and dated by the Purchasing Department representative, the Finance Department representative and the requesting department representative. The secretary of the Evaluation Committee shall collect all individual and tabulated score sheets and deliver them to the Council Clerk. The Evaluation Committee shall prepare and forward to the Council a memorandum identifying the qualified Proposers and explaining their rationale. Attached to the memorandum shall be copies of the Price Proposals received in accordance with the RFP, along with any analysis or clarification completed regarding those Price Proposals. A list of names of the responsive and responsible Proposers shall be submitted to the Council along with a list of the non-responsive and non-responsible Proposers. Responsibility of a Proposer shall be determined in accordance with competitive sealed bids in the Revised Statutes of the State of Louisiana. Responsiveness shall be determined considering the materials that the Proposer has submitted and the core requirements of the RFP. Proposers are invited to attend the Evaluation Committee Meeting(s) and are encouraged to check the Jefferson Parish website, www.jeffparish.gov, for meeting details.

Upon completion of its analysis, the Council may either (i) adopt the resolution selecting the Proposer(s) to supply the non-standard item(s) or perform the statement of work or scope of services; or (ii) reject all proposals. The Council shall select the proposal which received the highest cumulative score from the Evaluation Committee; except that the Council may select a Proposer or multiple Proposers other than the highest-ranked Proposer provided that Proposer selected has been given a cumulative score by the committee that received a total maximum score of at least eighty percent (80%). There are times when selection of multiple Proposers to provide the same services in the best interest of the Parish. If multiple Proposers are selected, the Parish administration is to negotiate favorable contract terms which are to include identical pricing for all Selected Proposers.

Award of the contract may be made without discussion after proposals are received and evaluated. Proposals should, therefore, be submitted on the most favorable terms which the Proposer can submit, from a technical standpoint; and from a price standpoint. If the Evaluation Committee determines that discussions are necessary, written submissions or oral discussions/presentations may be required from all Proposers.

1.32 Indemnification

Selected Proposer shall agree to indemnify and hold harmless the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers, against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by Selected Proposer, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by Selected Proposer under this RFP.

Further, Selected Proposer shall agree to indemnify the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers for all reasonable expenses and attorney's fees incurred by or imposed in connection therewith for any loss, damage, injury or other casualty pursuant to the services required to be performed by Selected Proposer under this RFP. Selected Proposer additionally shall agree to pay all reasonable expenses and attorney's fees incurred by the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers in establishing the right to indemnity pursuant to the provisions stated herein.

1.33 Payment for Services

The Selected Proposer shall address and send the invoice to the **Jefferson Parish Department of Transit Administration** pursuant to the payment terms negotiated in the contract. Payments will be made by the **Jefferson Parish Department of Transit Administration** no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the **Jefferson Parish Department of Transit Administration**. Invoices shall include the contract and order number, using department and product or service purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

With each invoice submitted, the Selected Proposer holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior Council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the Selected Proposer under contract as set forth in section 2-935.1 of the Code of Ordinances for professional service providers.

1.34 Termination

The Proposer affirmatively acknowledges and agrees that the terms of any ensuing contract shall be binding upon the parties thereto until the work has been completed and accepted by the Parish; but said contract may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties thereto.
- B. By the Parish as a consequence of the failure of Selected Proposer(s) to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of Selected Proposer(s) provided the Parish will give Selected Proposer(s) written notice of any such failure and ten (10) days (or more if authorized in writing by the Parish) to cure any such failure.
- C. By either party upon failure of the other party to fulfill its obligation as set forth in the contract.
- D. By the Parish for convenience by issuing Selected Proposer(s) thirty (30) days written notice.
- E. By the Parish for any act of discrimination committed by the Proposer, or failure to comply with the statutory obligations, when applicable, of Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.35 Assignment

The Proposer affirmatively acknowledges and agrees that any ensuing contract shall be binding upon the successors and assigns for the parties thereto. The ensuing contract being for the personal services of the Selected Proposer(s) shall not be assigned or subcontracted in whole or in part by said Selected Proposer(s) as to the services to be performed hereunder without the written consent of the Parish by Council Resolution, in the Parish's sole discretion.

1.36 EEOC and ADA Compliance

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Proposer shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

Any act of discrimination committed by the Proposer, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of the contract.

1.37 Audit of Records

- A. Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuing contract, Selected Proposer shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the Parish. Selected Proposer(s) shall permit Parish and Parish's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during Selected Proposer(s) normal business office hours, the books and records pertaining to the services provided under the contract. Parish's right to audit, inspect, and make copies of Selected Proposer's records shall be at the sole expense of Parish.
- B. Periodic and/or Annual Reports. At any time, the Parish may request that the Selected Proposer(s) with the minimum of thirty (30) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuing contract, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said contract, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

1.38 Record Retention

The Selected Proposer shall maintain all records in relation to the proposed contract at its location for a period of at least five (5) years upon expiration or earlier termination of the contract or for a period stipulated by the governing State and Federal regulations, whichever is longer.

1.39 Record Ownership

The Proposer acknowledges and agrees that all records, reports, documents, or other material(s) developed or resulting from this RFP shall be the sole property of the Parish of Jefferson and shall be returned to the Parish by Proposer upon request at expiration or earlier termination of a contract.

1.40 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; and, 2) the Request for Proposal (RFP) and addenda (if any); and, 3) Resolution No. 136353; and, 4) the Proposer's proposal and any amendments thereto.

1.41 Contract Changes

Upon negotiation of a bona-fide contract between the parties, no additional changes, amendments, or modifications may be completed without the prior ratification of the Council.

1.42 Substitution of Personnel

Substitution of personnel shall be approved by the Council, prior to any replacements. In addition to the foregoing, if during the term of the contract, the Selected Proposer cannot provide the personnel or subcontractor as stated in its proposal, Selected Proposer shall submit a written request for substitution supported by resume of qualifications and written certification that said substitution shall meet or exceed the requirements stated herein. Said substitution shall be at the Parish's sole discretion.

1.43 Force Majeure

The Selected Proposer or Parish of Jefferson shall be exempted from performance under the terms and conditions of the negotiated contract if the Selected Proposer or Parish is prevented from performing any services in whole or in part as a result of any act of God, strike, war, civil disturbance, or court order; provided the Selected Proposer or Parish of Jefferson has prudently and promptly acted to undertake any and all corrective steps that the respective parties can perform. Subject to this provision, such nonperformance shall not be construed as cause or grounds for early termination of the contract.

1.44 Governing Law

All activities associated with this RFP process shall be interpreted under the laws of the State of Louisiana. All proposal submissions shall be governed in accordance with provisions of Louisiana State laws and Jefferson Parish Code of Ordinances; standard terms and conditions; Resolution No. 136353.

1.45 Claims or Controversies

Proposer, as evidenced by his/her signature, agrees that the ensuing contract shall be made in accordance with the laws of the State of Louisiana. The Proposer hereby agrees to the exclusive jurisdiction and venue of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II – SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Jefferson Parish Department of Transit Administration is currently seeking an interested, qualified Proposer(s) to provide a complete intelligent transportation system (ITS) for JPDTA fixed-route operations. It shall be the Proposer's responsibility to supply a complete turnkey project. All miscellaneous equipment, material, and labor must be provided by Proposer whether or not specifically mentioned in the specifications.

The scope of services shall include the installation and communications linkages of hardware and software that will support the total ITS system which shall have the functionality requirements described herein. Equipment and components currently in place may be utilized by the Proposer if a cost savings is determined.

Where the RFP indicates that the Proposer or system 'must' meet a requirement; said requirement shall be deemed mandatory and must be satisfied for proposal evaluation. Conversely, for any optional items or features that indicate the Proposer or system 'should' meet a requirement, the Proposer shall explain whether the item or feature can be satisfied. Any optional item or feature shall not need to be satisfied, unless stated otherwise by JPDITA, for the proposal evaluation. JPDITA may wish to purchase all, some, or none of these optional items or features either at award of contract or at a later date.

2.1.1 Project Overview

The Jefferson Parish Department of Transit Administration is currently seeking an interested, qualified Proposer(s) to provide a complete intelligent transportation system (ITS) for JPDITA fixed-route operations. It shall be the Proposer's responsibility to supply a complete turnkey project. All miscellaneous equipment, material, and labor must be provided by Proposer whether or not specifically mentioned in the specifications.

2.1.2 General Provisions

All Proposers must complete/sign the following forms as required in the Appendices below:

- A. Insurance Requirements
- B. Signature Page
- C. Corporate Resolution
- D. Affidavit
- E. Federal Procurement Contract Provisions
- F. Debarment Certification
- G. Anti-Lobbying Certification
- H. FTA Master Agreement
- I. FTA Required Third-Party Contract Clauses
- J. Buy America Certificate of Compliance
- K. Non-Collusion Form
- L. Contractor General Certifications
- M. Request for Equals
- N. Cost Proposal (Price Schedule) MUST be submitted in the Pricing Attachment Section, NOT with the Technical Section.

The signed documents must be submitted with proposal.

2.1.2 Basic System Requirements

The Proposer must furnish a turnkey system with these components and capabilities, at a minimum.

- A. Proposer must provide all wireless/cellular communications and hosting for all internet and database servers. Only SIM cards can be negotiated between the Proposer or Parish.
- B. Proposer must have the capability to provide all hardware for data transfer uploads and downloads.
- C. Proposer must arrange for installation of passenger counting units and perform systems testing prior to hand off.
- D. Passenger count data must be uploaded to a remote storage server that is completely backed up at least once every twenty-four hours.

- E. Data uploads from vehicle must be tested and confirmed by server prior to deletion on local device.
- F. Proposer must provide wiring diagrams and project support to JPDITA if electing to self-install equipment.
- G. Alarm (Email, text, light, message) must occur if any subsystem fails to respond or needs to be fixed.
- H. Passenger counting controller must be the same controller used for driver login, route assignment, automatic voice announcements, and LED signs.
- I. Direct, wired connection between controller and LED Signs, Voice Annunciators, and Automated Passenger Counters are required as the primary connection method. Bluetooth™ or Wi-Fi is not an acceptable primary connection.
- J. Visible indication of current, previous, and next stop is required on interface screen.
- K. Indicator on interface screen must show active status of GPS, communications, and data connectivity.
- L. ITS System must allow passenger boarding and alighting counts to be gathered via automated or electronic touch screen input.
- M. Reporting must be integrated to indicate the source of the passenger counts.

- N. Automatic Passenger Counting (APC) hardware and software solution should have a demonstrated capability to provide 98% or greater accuracy compared to GFI ridership. APC solution must have the capability to avoid counting passengers that do not completely board or alight and must compensate for adverse weather or lighting conditions. APC must also provide a rating spec sheet with description.
- O. ITS System must automatically record date, time, latitude, and longitude to passenger boarding and de-boarding record counts.
- P. ITS System must automatically assign vehicle identification, driver name, route name, and stop name to all boarding and de-boarding counts for reporting.
- Q. Mobile Data Terminal (MDT) must have the capability to tally both boarding and de-boarding passengers based.
- R. ITS System must have the capability to display schedule time points for every stop on each route and route block. ITS System logic must automatically update to correct stop and scheduled time point regardless of where or when route starts.
- S. ITS System must have the capability to calculate real time passenger load using both APC and MDT touch screen. Data must be displayed in real time, by vehicle, on a map that is automatically updated. Data must also be available in real time via an Application Programming Interface (API).
- T. Proposer must protect and backup, for a minimum of 60 days, any software configuration settings.

2.1.4 Recurring Fees

Proposal must include cost proposal detailing 5-year bundle pricing. All recurring fees (cellular, warranty, support, etc.) for each system (AVA, Signs, APC, APP Reporting, etc.) must be outlined in 5-year bundle pricing proposal.

2.1.5 Hardware

ITS system must be equipped in all fixed-transit buses and have the capability to be wired directly into the vehicle power system. Further:

- ITS System must have the capability to be wired directly into the vehicle power system.
- Hardware shall remain under warranty for five (5) years from date of completion of project.
- Hardware shall have the capability to store a minimum of 3 Gigabytes of passenger count data.
- Hardware shall be interchangeable between vehicles. ITS System must offer the option to provide on board public wireless internet for passengers if desired.
- Hardware shall be rated, at a minimum, to the following standards:
 - Working Temperature: - 4° F to 140° F (-20° to 60° C),
 - Storage Temperature: - 22° F to 158° F (-30° to 70° C),
 - Mobile data terminal to comply with IP64 Standard: Protected against splashing water and dust,
 - Power input: DC 9-24V.

2.1.6 Data Connectivity

ITS System must have the capability to upload data near real-time on-board vehicles via cellular data connection. Hotspot must have the capability of providing Internet connectivity via either cellular data or via a local network if available. Cellular technology must be compatible for the life of the product.

2.1.7 Scheduling Database Upload

Vendor must accept Optibus Scheduling export in its original format and/or an excel base schedule.

2.1.8 On-Board Passenger Wi-Fi

- Must provide a Wi-Fi solution for all vehicles that is certified for rugged environments and transit deployments (5G or better data plan).
- Must provide a consistent, high-quality connection for all users.
- Must provide the ability to optimize bandwidth to exclude excessive bandwidth use.
- Must provide the ability to easily control internet security, firewall, and web blocking.
- Wi-Fi should follow IEEE 802.11 standards.
- Must provide router and associated hardware.

2.1.9 Digital Kiosk

JP Transit has two Kiosks at the Wilty and Walkertown Terminals. Proposer must utilize these Kiosks to display next stop data to the public for the Wilty and/or Walkertown Terminals. Each Kiosk currently contains 2 Samsung 56" OHF outdoor displays, a content player PC, cellular Modem IBR-200, free standing enclosure, and a talking sign controller. The talking sign controller connects to the external speaker and a button so customers can hear the next stop announcements.

There is a modem that connects to an antenna mounted to the exterior of the enclosure. Digital signs can display bus arrival information, alerts, bulletins, time, weather, multi-media, and other important information. JPDITA must be allowed to display multi-media if needed. If a loss of cellular signal occurs, Proposer must either provide an ETA for when the signal will resume, display "System not Available," or display static schedule times. When a power loss occurs, the sign must reestablish communications and display messages.

2.1.10 Fare System Integration

If your System has Farebox integration, then the dispatchers and operators should have the capabilities to turn off Farebox integration from the MDT screen or CAD System.

2.1.11 Staff Training

- Proposer must thoroughly train staff to proficiency in use and troubleshooting of the entire ITS System.
- Proposer must provide training to all operators, dispatchers, supervisors, administrators, and maintenance technicians for the life of the agreement.
- Proposer must provide training on any future software feature updates at no additional cost.
- Proposer must provide help guides for drivers and supervisors as a reference for standard operations and basic troubleshooting.
- Proposer must be willing to provide other documentation of all systems for on-site troubleshooting.
- Training must be available during normal business hours.

2.1.12 System Installation and Deployment

Installation and implementation must be done entirely by the Proposer. Proposer must have a clear plan and provide a schedule of implementation from contract signing to final acceptance and support of the ITS System. Testing and setup must be done before the main rollout.

Uninstallation of old products must be done. This includes old ITS/AVL/CAD Systems, MDT and wires, LED signs, and any other equipment needing removal. JPDITA will be responsible for disposal of any removed items. The installation of new product must be neat, tidy, and hidden. There must be no exposed wires or MISC parts. All disorder and/or debris must be cleaned up after installation. In addition:

- Proposer is responsible for system engineering, design, installation, and when possible, integration with current agency components.
- Proposer is responsible for initialization of the ITS using existing vehicle information, route schedules, bus stop locations, ridership data, etc.
- Proposer is responsible for initialization using existing data done in a way that does not compromise the integrity of the data.
- Proposer must supply all equipment needed to successfully implement a functioning ITS and provide documentation for all vendor-supplied hardware and software.

- With future vehicle procurements, the Proposer must work with vehicle manufacturers to ensure OEM integration of ITS equipment.
- Proposer must assign a project management team who will work closely with staff during implementation, and on an ongoing basis for the life of the project.
- Any changes to the Proposer's project management team shall be communicated to JPDTA with reasonable timeliness.
- Proposer must provide project management services to fully implement the ITS System and create a work plan detailing timelines and project milestones for stages of implementation.
- Proposer must include ongoing customer, technical and product support and guidance as needed for the duration of the agreement.
- All necessary software upgrades must be included free of charge for the duration of the agreement.

2.1.13 Delivery

Proposer must deliver all materials to **118 David Drive, Metairie, Louisiana 70003** and/or **90 1st street, Gretna, LA 70053.**

2.1.14 Warranty & System Maintenance

- The Proposer must provide ongoing maintenance and technical support for the life of the ITS System.
- The Proposer must provide ongoing professional technical support during operational hours, as needed either in-person, via telephone, or via the web.
- The Proposer must include a maintenance plan that details a schedule for preventative maintenance.
- The Proposer must explain in detail any warranty that is offered for all components of the ITS System, including hardware and software.
- A warranty of five (5) years must apply to all hardware and software from the date of initial complete installation.
- The Proposer must provide the system recovery process and support ticket escalation procedure.
- All ITS data must be completely backed up at least once every twenty-four hours.

2.1.15 Customer Service

Vendor must respond within 2-3 business days to all communication and general support questions.

2.1.16 Future Bus Purchases

All future bus purchases will need hardware and software transfers. The Proposer must transfer current equipment from the old buses to the new buses. All pre-wiring from the manufacturer or additional equipment needs to be discussed with JPDTA before the buses are built. All wiring must match the current system specifications.

2.1.17 Technical Specifications

Proposer's ITS System must perform at minimum the following:

2.1.17.1 Mobile Data Terminal (MDT)

A tablet or screen must be provided on each bus that can communicate with the dispatchers and other systems. It must allow the operators the ability to log into and control all equipment on the vehicle, including driver login, route assignment, passenger counting, interior LED signs, next stop announcement systems, head signs (illuminator), and real-time system. Said MDT must also provide the driver with the relevant status information; including the number of minutes they're ahead or behind schedule. The MDT must include the following and /or meet the following:

- Screen must be color and have touchscreen.
- Screen size must be 7 inches or bigger.
- MDT's must come with Mounts with 360 range.
- Wiring kit must permanently connect MDT power to the bus.
- Be temperature resistant, -10° to -80° C and IP 64.

A. Software

The MDT Interface must be intuitive and simple to use, and not require any stylus, mouse, keyboard, or other external device to operate on the buses. Interface will provide screen shot showing view of bus history report. The MDT must allow for data to be uploaded from and downloaded to vehicles automatically without requiring any human interaction but must allow for manual uploads if desired.

B. Capabilities

- The MDT must be capable of local and remote updates via USB and Cellular (4G or better). USB should only be used if Cellular fails. The MDT must have a manual passenger counter.
- The MDT must be able to show if the bus is early or late.
- The MDT must have a visible indication of current, previous, and next stop.
- The MDT must be able to show visible status indication of LED, GPS, Communications, and Data Connectivity.
- There must be an easy login for the drivers via login PIN (driver ID) where "Route and Run" inputs are required; odometer input is optional.
- The MDT must include common name or code-based route & block assignment.
- The MDT must include common name or code-based operator selection.
- The MDT must connect to and control Exterior signs from "illuminator" program.
- It would be beneficial if the MDT could connect and control the GFI Farebox. This capability is optional; not mandatory.
- The "SmartPoints" (Destination, stop, and trigger points) must be based on route path and not just on geofence coordinates. GPS should be used as well.
- Dispatch must have the ability to remotely assign the vehicle controller to a route via secure web-based portal.

- The MDT must allow for remote, real time messaging updates, detours, stop changes, etc.
- The MDT must have the capability to provide unlimited pre-programmed custom messages selection that can be displayed on all interior and exterior LED signs.
- The Countdown Timer must be able to display real-time countdown on all interior and exterior LED signs ("Bus Leaving in 5min", "...4min", etc.).
- The MDT must include unlimited route, stop, SmartPoints, and messages capabilities.
- Dynamic display ability must be included, which shows driver name, route name, next stop, current temp, current time, current date time, route, route block, and countdown timer.
- Single controller must exist that controls all interior & exterior signs.
- On-board hardware must be reliable, low-maintenance, and easy to update remotely.
- Hardware must be rugged in design and able to withstand the heat, cold, vibration, and typical operating conditions on a transit vehicle. Consumer grade electronics are not acceptable.
- Controller must support configuration profiles for all systems (including MDT) with single login for vehicle operators.
- MDT interface must support multiple modes of service simultaneously: fixed-route, flag stops, deviated/flex routes, and microtransit/on-demand.
- MDT interface must include a visible indication of current, previous, and next stop on driver interface screen.
- MDT interface must include an intuitive display that includes a route ladder of upcoming stops, next stop arrival times, turn-by-turn route navigation, and on-time performance.
- The MDT must provide a schedule adherence display indicator if vehicle is behind schedule, on schedule, or ahead of schedule. Schedule adherence must be based on either individual bus stops or by time points.
- MDT interface must continually evaluate the schedule status and update the graphical indicator when status changes.
- MDT interface must display on-time information to drivers.
- MDT interface must have the capability to clearly display specific time points for all stops on each route and route block.
- The MDT must have the ability to automatically move to current stop using GPS and to automatically display a correct time point for the correct cycle or trip without interaction from the vehicle operator.
- An indicator on the interface screen must show the active status of GPS, communications, and data connectivity. The MDT must show the health of the installed system on the bus (GPS location, logged into job, etc.).
- Two-way text communication must exist through the operator MDTs that includes common, pre-defined phrases, quick yes/no driver responses, free form text, and priority level options (critical or standard). Text message function should be disabled while the bus is in motion.
- Each bus operator must be provided with a unique driver login and route/block selection with the ability for drivers to log in to any route in any vehicle at any time.
- Covert emergency alerting to dispatch must be available.

- The MDT must have the ability to digitally ‘count’ boardings and alightings while also providing optional passenger types (visitor/student/senior/ wheelchair/discount/full fare/etc.) that allow tallying and reporting.
- The MDT must go to a lockout screen and not be accessible while the bus is in motion.
- The MDT must support route transfers.
- The MDT must be a single point of logon for all relevant systems in the bus.
- The logon procedure must display a list of available runs to log into, and notify/prevent multiple unauthorized logons to the same run.
- The MDT must have the ability to enable/disable automated audio and visual vehicle announcements.
- The MDT upon logon/logoff of a job must have the ability to change the exterior passenger headsign.
- Automatic transmission of all on-board data must occur in real-time and hosted in a cloud environment. MDT must provide “real time” uploads and not require buses/MDTs to be “docked” at end of day.
- The MDT must have a method to clearly indicate to the vehicle operator that the passenger counting process is operational and working properly.
- The MDT must provide a clear notification of successful data transfer.

2.1.17.2 Automated Voice Announcement System (AVA)

A. Capabilities:

- Automatic internal and external announcements will be triggered by bus location and user-defined GPS geofences. Specifically, the AVA System must allow for separate internal and external announcements at each route & stop combination that is automatically triggered without operator interaction.
- Web-based AVA management platform that allows JPDTA staff to configure when and where stop announcements occur and to program voice announcements phonetically using text-to-speech technology.
- AVA System must meet Americans with Disabilities Act (ADA) requirements.
- AVA System must automatically generate stop announcements using text-to-speech and an integrated voice synthesizer.
- AVA System must have the ability to record, store and play .mp3 files in addition to synthesized announcement at any stop or trigger point.
- AVA System must have capability to provide audible announcements in multiple and commonly used languages, including English and Spanish, in all localities.
- AVA System must have the ability to be configured by each stop independently along a route to either announce or not announce.
- Stop triggers must include end of the line, major intersections and transfer points.
- AVA System must trigger automated and unique announcements at both stop approach and departure.

- AVA System must play automated and unique announcements at any 'non-stop' trigger point on any particular route.
- AVA System software must have the capability to send an interrupt signal to the audio system to allow announcements to override continually playing sound such as DVD, CD, or Radio.
- AVA System must make announcements even when the vehicle has lost cellular connection.
- AVA System must allow for dual zone announcements to include "next-stops" and "now arriving at..." in the bus. Should also include route/ destination outside of the bus.
- AVA System must include multiple announcements for a given stop, including upon arrival.
- AVA System must allow the Operator to disable the AVA System in the event of malfunction.
- AVA System must have the ability to automatically make pre-defined announcements periodically or at pre-defined locations and/or distances from locations.
- Announcements and interior passenger signs must be customized.
- AVA System must have the capability to integrate with a stop request tape switch, pull cord, button, or other electronic signaling device. When engaged, the stop request shall make audio and visual "Stop Requested" announcements, clear when door is opened, and provide visual indication on MDT.
- The ability to change AVA announcement voices is optional but preferred.
- If an unscheduled stop is made, the AVA must have the ability to continue to make correct next stop announcements.
- If a bus goes off-route, the AVA must have the ability to disable announcements until the vehicle returns to the assigned route.
- The AVA must have seamless integration with the CAD/AVL System and interior bus LED signs.
- The AVA System must allow for announcements to be viewed on any future installed onboard screens used for Infotainment purposes.
- The AVA must have visible indication of current, previous, and next stop required on interface screen.
- The AVA must automatically generate stop announcements using an integrated voice synthesizer.
- The AVA must have the ability to create additional announcements for information or advertising that are not specifically related to a passenger stop.
- The AVA must have the ability to handle a minimum of 250 route variations and 25,000 stops.
- The AVA must have the ability to provide a minimum of 100 customizable 'operator triggered' announcements.

C. Scheduling Announcements

AVA System must have the capability to trigger automated and unique announcements that can be scheduled for delivery during specific time and date ranges on one or more routes.

Announcements and updates must be programmable via cellular to submit updates or changes. The announcements and updates must not require a direct USB or computer connection on board unless in case of cellular failure.

MDT and AVA System must have the demonstrated capability to register door status (open/close) and shall have the capability to trigger announcements based on door status.

MDT and AVA System must include a touch screen mobile data terminal capable of displaying custom announcements that may be triggered by the driver/operator using the touch screen.

MDT and AVA System must have the capability to automatically provide announcements to internal speakers only, external speakers only, or to both internal and external speakers simultaneously.

AVA System must use an internal amplifier and connect directly to speakers on the bus as well as prioritize driver microphone announcements over the AVA announcements.

C. Ambient Noise

The AVA System shall have the capability to detect ambient noise levels and automatically adjust volume control.

D. Configuration and Reporting

The AVA System must operate under the same MDT used for driver login, route assignment, passenger counting, head Signs (illuminator), real-time, and LED signs. The Proposer must support configuration profiles for all listed systems and single login for vehicle operators.

The AVA System shall have a single configuration profile that systematically (no manual intervention required) provides all required information to the Automated Voice Announcement System, integrated LED signage, and Passenger Counting System.

The AVA System must have the ability to be programmed by JPDTA or Proposer.

The AVA System must have the capability to provide reporting on the number of times an individual announcement is played by vehicle number and date.

2.1.17.3 Transit System Management Computer Aided Dispatch (CAD) / Automatic Vehicle Location (AVL) (General Requirements)

A. Live View

CAD/AVL must have a graphical display on a map that shows all real time activity, including:

- All and/or select routes;
- All and/or select vehicles updated at intervals of 15 seconds or less;
- Vehicle incident conditions;
- Vehicle Route Adherence status;
- Vehicle traveling on assigned route;
- Vehicle traveling off assigned route; and
- Out of service.

B. Bus History

CAD/AVL must have a graphical display on map that shows individual bus location points at a minimum of every 3 seconds or less from GPS records for a specific period of time on a selected date. In addition, the CAD/AVL:

- Must have the capability to show a minimum of two hours of detailed data at one time.
- Must provide screen shot showing view of bus history report.
- Must archive/backup historical data.

C. On-Time Performance

CAD/AVL must provide a dynamic graph or other similar visual indicator of at least 5 (five) customizable performance status levels (i.e. early, on time, late range 1, late range 2, late range 3). CAD/AVL must allow user to 'drill down' using graphical interface to show performance status at the system, route, route block, and stop levels. CAD/AVL must provide screen shot and description of on time performance graphical interface.

D. Speed Fence Activity

CAD/AVL must grant user the capability to highlight a specific area on the system map to select all speeding incidents that exceeded the threshold set in the report configuration. CAD/AVL must provide a screen shot and description of speed fence activity graphical interface.

E. Reporting System

Reports must include a graphical interface for display and presentation. Interface must include, at a minimum, the ability to dynamically create bar, line, pivot table, and pie charts without downloading to third party software. The Proposer at a minimum must also:

- Provide screen shot(s) showing graphical interface and live demonstration account upon request.
- Have data be available for export into common formats to include PDF, CSV and/or XLS.

F. Transit Detail Reports

- Standard Report Information: All reports will show time, date, vehicle number/name, driver name/Id, latitude, longitude, stop name, and route name for each incident recorded in detail reports.
- Proposer must provide a description of all available reports that the ITS System can provide including a brief description of the type of information that will be provided in each report.
- Detail reports will be configurable to show historical individual incident records for a minimum of 90 (ninety) days.
- Summarized reports will be configurable to show historical data for a minimum of 3 (three) years.
- Reports will be configurable to present data at the detail (individual incident) level and summarized at route and system levels by day, week, month, semester, quarter, and year.
- Thresholds will be variable for all reports and alerts and will have the capability to be applied at both the route level and system level.
- Speed Infraction (Violation) Report - in addition to standard report information, report will show speed and threshold speed for each infraction.
- Bus Idling Report - in addition to standard report information, report will show idling time and idling threshold for each infraction.
- Administrative Route Start (Garage Pull Out) – ITS System must have the capability to identify one or more locations as storage locations (I.e. Garage, Bus Yard, etc.) and create reports that indicate the time vehicle left the storage location.
- On Route Vehicle Reports - report must calculate both miles and hours driven by vehicle while on route.
- Non-Route Report- report must calculate both miles and hours driven by vehicle while not on route (I.e. deadhead time).

G. Route Performance Reports

- On-Time Performance Report – ITS System shall be configurable to record time points for each stop on every cycle or trip for system, routes, route blocks, and stops. On-time performance reporting shall indicate the status of the time performance (Early, On Time, Late Range 1, Late Range 2, Late Range 3) and the amount of time the vehicle left early or was late.
- Stop Transit Report - travel time between stops by route for all trips/cycles, also shows mileage between stops and calculates average miles per hour between stops for comparison and trend reporting.
- Stop Dwell Report - dwell time at each stop by route for all trips/cycles
- Headways Performance Report – ITS System shall have the capability to configure timing for headway routes (I.e. vehicle services stop every 8 minutes, every 15 minutes, etc.) and provide reports showing the percentage of time that stops were serviced on the route within acceptable headways threshold.

H. Display and management of vehicle events; incidents; and alerts.

- The CAD/AVL Systems must allow the user the ability to create unlimited customized dispatch triggers and/or alerts (such as a pop-up message).
- Dispatch triggers and/or alerts shall have the capability to be created in real-time within the CAD system.
- The CAD/AVL Systems must have the capability to provide alerts for off-route, speeding, idling, entering/leaving geofences, long stops, deviations, or other motion-based settings.
- The CAD/AVL Systems must support alert notifications related to unassigned blocks of service (i.e., without a logged-on vehicle), vehicles running behind/ahead of schedule, etc.
- The CAD/AVL Systems must support alert notifications regarding passenger load and vehicle capacity.
- The CAD/AVL Systems must have the capability for equipment out-of-tolerance condition alerts such as battery, sensor, maintenance, towing, and temperature.
- The CAD/AVL Systems must support alert notifications regarding operator log-on and log-off.
- If possible, JPDTA would prefer that the CAD/AVL Systems have the ability to alert/report on driver behavior, including, at a minimum: speeding, hard braking, sudden acceleration, and fast cornering. Please note that this is a preferred, optional provision and not mandatory for the Proposer to include.
- Driver behavior alerts/reports shall be configurable to specific thresholds depending on operational requirements and vehicle types. Driver behavior alerts shall be tagged by GPS location, time, and date.
- All alerts shall be configurable to be sent as received via email or text to specific users or captured in a dynamically created report that can be requested by any authorized user.
- CAD/AVL Systems shall have the ability to send alerts via email or text to a group of users (minimum of 25 users) at one time for each alert.
- Each alert shall be configurable so that the times and days of the week can be set to make alert 'active' which will enable the alert to be sent to the specific group.
- CAD/AVL Systems shall allow for remote, real time messages to communicate with the vehicle operator at any time during route operations.
- Stops shall be automatically recognized by CAD/AVL Systems for reporting using GPS and geo-fencing logic.
- CAD/AVL Systems shall use data from the Real-Time App to help Dispatch.
- CAD/AVL Systems shall have programs, tools, and websites to help Dispatch manage the fleet.

2.1.17.4 Automatic Vehicle Location (AVL) Specific Requirements

- The Automatic Vehicle Location (AVL) hardware must be physically stored onboard each bus and regularly update real-time location information fewer than every 5 seconds.

- The AVL System must provide location when GPS is not present or intermittent, such as in tunnels, underground parking facilities, areas impacted by bouncing GPS signals (urban canyon effect'), or multi-level roadway systems.
- The AVL System must have the capability to automatically determine whether the vehicle is stopped or if the GPS signal is unavailable or weak.
- The AVL System must display the previous location (breadcrumb trail), assignments, position, passenger load and adherence status of all vehicles in the AVL System, at any time within the past, and "replay" previous vehicle paths.
- Route and bus stop overlays must be displayed on an easy-to-read and updated digital map. Users should be able to view routes and stops individually or as an entire system.
- AVL System must allow users to view the current location, route assignments, delay status (running on/off route, on time, early, or late), bunching or gapping, of all vehicles on a digital map.
- Proposer must state the specific mapping service that is being used and how often the maps are updated.
- The AVL System must determine dynamic estimated time of arrival to the next vehicle stop for each vehicle based on data from the AVL System.
- The real-time ETA information must be available for internet access on public website, mobile applications, and all signs. Proposer is required to explain in detail how the AVL System makes real-time arrival predictions.
- The interactive AVL System must provide the map, with the following non-exhaustive list:
 - Current road network, traffic, and satellite views.
 - Permit zooming, panning, and scrolling of the geographic display.
 - Display vehicle icon, current speed, direction of travel, vehicle information, current passenger load, and vehicle status (on-time, late, early).
 - Allow centering geographic display on and automatically tracking/following a specified vehicle.
 - Viewing and digitally editing system geofences (patterns, stops, announcements).
 - Viewing each vehicles' active schedule adherence.
 - Find a vehicle on the map based upon user defined criteria.
 - Display current vehicle location when off-route, off job, out-of-service, etc.
 - Set geographic boundaries around fixed routes for off route notifications (geofencing).
- The AVL System must provide a yard map, showing available vehicles at the yard.

2.1.17.5 Computer Aided Dispatch (CAD) Specific Requirements

- The CAD System must allow dispatchers to change a bus from one route to another and register the change within minutes.
- The CAD System must allow dispatchers to change drivers from one route to another and register the change within minutes.

- The CAD System must provide a cloud-based or browser-based ITS System enabling the scheduling of driver assignments, trip schedules, automatic status updates, and GPS vehicle location.
- The CAD System must have the capability to display schedule time points for every stop on each route. This must be done for each trip on the route, and for each block on the route.
- When multiple buses are on a single route, the CAD System must display the correct schedule timepoint for the specific bus assigned to that block.
- The CAD System must allow the user to 'drill down' using a graphical interface to show the "On Time Performance" (OTP) status at the system, route, route block, and stop levels.
- The CAD System will be the primary means of assigning, overseeing, and communicating with fleet vehicles.
- The CAD System must have a demonstrated ability for agency staff to efficiently revise routes, stops, patterns, and announcements and push to vehicles on the same day or scheduled date of publication.
- The CAD System must also be able to input changes to the line, pattern, and schedule data from a workstation for full or ad-hoc changes and detours at the trip, run and line levels.
- The CAD System must correlate the operational and status data for each vehicle and operator as well as provide multiple views of this information to simplify the management of the fleet and operators.
- The CAD System must have the capability to assign a vehicle to a route and block assignment via on-board device (MDT) and via remote 'over the air' from dispatch.
- The CAD System must provide dispatchers the ability to logon or logoff a vehicle operator.
- The CAD System must allow authorized users/Operators/Dispatchers to change the routes immediately in situations such as, but not limited to, emergency, mechanical breakdown, road construction, and unplanned route deviations.
- The CAD System must provide tools to account and adjust for the immediate correction of bus route issues.
- The CAD System must have the capability of displaying route and schedule adherence (running ahead and/or behind scheduled time points) information for dispatchers and operators.
- The CAD System must provide bus resource allocation (digital bus board) allowing fleet maintenance and dispatch to assign vehicles by number, type, and vehicle capacity as needed.
- The CAD System must provide means of messaging between dispatch and the driver operator. Communication should provide for pre-set, custom, and free form messages and responses.
- The CAD System must provide capabilities, displays and tools for headway visualization and a means of displaying vehicle bunching or gapping that may require dispatch intervention.

- The CAD System must allow for dispatch to assign the current route, trip, or block for a vehicle with the capability to override the values reported by the vehicle MDT.
- The CAD System must allow for On-Time Performance monitoring via a dynamic graph or other similar visual indicator of at least 5 (five) customizable performance status levels (early, on time, late range 1, late range 2, late range 3).
- The CAD System must enable dispatchers to log buses on and off jobs if necessary.
- The CAD System must support route interlining. This includes linear routes, figure-8' routes, and other custom route designs.
- The CAD System must be able to display selected lists of data, including vehicle schedules, Operator identification, assignments and schedules, pull-in/layover status, back in-service time/place, schedule and route adherence, and passenger loading.
- The CAD System must have the capability to calculate mileage between stops and along routes, and have the ability to record this data in a reference table.

2.1.18 Real-Time Passenger Information System (Smart Phone App and website)

The following are **Real-Time Passenger Information System** general requirements:

- Proposer must provide and manage Google play and Apple Store licenses for the length of the contract.
- Real-Time Passenger Information System must provide public with scheduled arrival times, accurate arrival estimates (ETAs), and occupancy status to give riders more details about anticipated vehicle arrival times.
- Real-Time Passenger Information System must display real-time bus locations, ETAs, bus stops, and routes on a public website, mobile application, and familiar web maps like Google Maps, Mapbox, Apple Maps, etc.
- Real-Time Passenger Information System must include a display of route maps and schedules viewed individually or as the entire system.
- Real-Time Passenger Information System shall continuously update all displays to show vehicles in motion, without the user being required to refresh the public website.
- Proposer must have the ability to send out service alerts and public service announcements to passengers.
- Proposer must have the ability to send via SMS the bus location and ETA.
- Proposer must provide trip planning tools and integrate with third-party tools that are utilized for trip planning (ex. Google Transit).
- Proposer must provide a passenger feedback and response mechanism.

A. *The following are specific requirements for the Public Website showing Real-Time Passenger info :*

- Proposer must provide a public website ("Website") displaying real-time vehicle location, routes, stops, and ETAs for JPD TA.
- The Website must be compatible with standard browsers (Firefox, Chrome, Internet Explorer, Mac and IOS Safari, and Android's native browser etc.).

- Proposer must use logos/graphics that clearly identifies JPDTA's name and a web address that is easy to market to riders.
- Proposer must provide a responsive mobile website offered free to the customer for use on any device.
- Proposer must provide "Accessibility Mode" that increases color contrast and simplifies the page navigation.
- Proposer must provide keyboard shortcuts for greater usability and accessibility.

B. The following are specific requirements for the smartphone application:

- Proposer must provide a native application ("Application") for their ITS System for passenger convenience. The Application must be free and available for download in both Google Play (Android) and App Store (iOS) as well as all other popular mobile App Stores.
- For smartphones with GPS capability, the Application must provide geolocation features to allow riders to identify their location on map and immediately pull-up nearest stop.
- The Application must include user-designated favorite routes and stops that can be easily accessed for fast display.
- The Application must include a flashing beacon display that riders can use to alert bus operators at night.
- The Application must have an online tutorial or simple user guide that customers can refer to if they are unsure how to obtain passenger information.
- The Application must allow for push notifications to the customer's mobile device.

C. The following are specific real-time viewer requirements:

- System shall provide the ability for JPDTA to use new or existing internet-ready monitors (or Smart TVs) to display a version of the system that requires no user interaction.
- JPDTA has the option to configure and customize this public view of their transit system activity on any smart display using a standard web browser in full screen mode.
- The display must be customizable so that unique views of a specific route or routes may be displayed as desired.
- Proposer must provide integration tools with interior and exterior infotainment displays.

D. The following are specific real-time Passenger Feedback and Response System (FRS) requirements:

- The Passenger Feedback and Response System ("FRS") shall provide a mechanism for passengers to provide desired customer feedback and allow for JPDTA to issue a response to same.

- The FRS must offer an explanation as to how passengers can send feedback to JPDTA.
- The FRS must provide a messaging queue dashboard for JPDTA management.
- The FRS must have the capability to attach relevant known information in the feedback form such as route, vehicle location, etc.

E. The following are specific Real-Time Map Requirements

- The Map must be similar to Google Maps in function and appearance.
- The Map must auto display full color for any device receiving the real-time data, but have the option to display limited color for slower devices.
- The Map must have a Simple Terrain view and no satellite view.
- The Map must have a “Show Traffic” Option, a “Show Full-Colored” Option (red, blue, green and more), and a “Show Local Layers” Option.
- The Map must have the ability to hide routes without buses as well as hide all bust stops.
- The Map must include trip-planning option (e.g., user can select destination A then destination B).
- Each route must have its own color trail.
- The Map must have the ability to turn bus routes on or off.
- An Icon must exist to show every stop on each route, which:
 - Provides the Stop Name;
 - Is an easy click icon for additional information, including:
 - Next bus will arrive in time;
 - Next bus expected time;
 - Alarm setting;
 - Favorite setting;
 - Navigation setting; and
 - Route information, including route number.
 - Needs to be an arrow or show direction of movement;
 - Needs to be colored similar to the bus route with the bus being slightly different to stand out;
 - Needs to have the bus number on/near the icon;
 - Needs to have route number on the icon;
 - Needs to have a clear indicator of buses direction;
 - Needs to have a “stopped” or “moving” indicator;
 - Needs to have “next stop” information with ETA;
 - Needs to have a "Follow bus" icon; and
 - Needs to have the specific passenger load percentage.
- A “search icon” must exist to allow riders to search for a bus. The rider must also be able to bring up a menu with all selectable buses. Once a bus has been selected, the Map shows the rider the bus’s location.
- A “search icon” for any bus stop must exist for riders to search for an individual stop. Once a stop has been selected, the Map shows the stop’s location to the rider.

2.1.19 GTFS System (GTFS, GTFS-RT, API, IPV) Support requirements:

- GTFS System must import GTFS-Static feeds from a stable URL and apply those feeds automatically.
- Proposer must detail how GTFS feeds will be initially accepted or imported into their proposed platform as well as how data is edited, exported, and disbursed.
- Proposer must provide stable static GTFS file(s) export capability.
- The GTFS System must provide GTFS Realtime feeds for Trip Updates, Vehicle Positions, and Service Alerts. The feeds must conform to the GTFS-Realtime specifications.
- Proposer must create, update, and discontinue Service Alerts with information supported by the GTFS-RT format.
- The editing interface for the GTFS System must allow staff to create or update maps for temporary detours for construction, test routes, summer and/or holiday routes, and special event routes.
- Proposer must ensure that Google Transit, Transit App, and other leading trip planning applications and services can use the GTFS-RT feeds and coordinate directly with such services as needed.
- The Proposer must provide additional public Application Programming Interfaces (APIs) which include the same information as the GTFS-Realtime feeds and other public interfaces in alternate formats.
- Proposer must provide associated GTFS and API developer documentation to JPDTA and JPDTA must have access to GTFS-RT feed. Third-party companies may access feed only upon JPDTA approval.
- The Proposer must provide a GTFS static zip file link that can be instant download on a single click and compatible with NTD requirements.

A. Interactive Public Viewer is accessible via a customer specific web link

An Interactive Public Viewer (“IPV”) must offer a live feed of the Application on a website so JPDTA can display any real-time data on a TV or kiosk. The IPV:

- Must not entail additional software requirements to download.
- Must offer via weblink with no login required customized public views of routes, stops, and buses.
- Must automatically update all vehicle and route information with no user interaction required to view data in real time.
- Must operate via HTML implementation that displays vehicles on a 2-dimensional map.

2.1.20 Interior LED Sign requirements -

Proposer must integrate current interior LED sign or replace interior LED sign if current sign is unusable. Further:

- LED signs should be built for transit operations and transit environments.

- LED signs onboard controller must be directly wired to on-board power and connected to sign or sign controller system.
- ITS System must allow for remote, real time messaging updates to change sign messaging any time during route operations.
- Single operator login to provide simple and straightforward interface to AVA/LED System.
- LED sign configuration file shall have the capability to automatically and remotely download onto each on board device when updates are made.
- LED sign configuration file shall allow user to pre-set routes, route blocks, destinations, stops, points of interest & landmarks.
- LED signs shall allow for assignment of trigger points independent of stops. All stops and points shall allow for resizable geofence areas.
- LED signs shall have demonstrated logic that ensures stops and trigger points are based on route path and not solely on geofence coordinates.
- LED signs shall have the capability to limit messaging displays for any given route based on day of week, date, time, hours, and routes.
- LED signs shall allow for scrolling text: left to right; left to right and stop, Flashing text. LED sign shall have the ability to display unlimited route, stop, trigger points, and messages.
- JPDTA would prefer that the LED signs display a message when entering a geofence. This feature is optional and not mandatory for Proposer.

2.1.21 Headsign / Destination Marquee Integration

ITS System must be able to integrate with any compatible (J1708/J1939 capable) destination or 'headsign'. ITS System must have a demonstrated ability to integrate with sign manufacturer software message codes to accurately display pre-programmed information. GPS locations must be used to determine when it is necessary to automatically change the 'headsign' display. ITS System must work with our current headsign vendor (Illuminator) or any future headsign vendor.

2.1.22 Automatic Passenger Counter (APC)

A. General APC System Requirements

- The Proposer must be responsible for the installation of all APC System components as part of "turnkey" installation.
- The APC System shall include all equipment, both hardware and software, needed to collect and report ridership data on fixed route transit buses.
- The APC System shall automatically engage with vehicle startup and not require any interaction from driver or other personnel.
- The APC System shall track passenger boardings and alightings through sensors installed at the front and rear doors. The data should be recorded as a function of stops, routes, and runs.
- APC System hardware and software should have a demonstrated capability to provide 98% or greater accuracy compared to GFI ridership data.

- APC System must compensate for adverse weather or lighting conditions.
- Real-time Passenger load calculations shall be represented graphically that shows load relative to capacity, vehicle location, and vehicle identification.
- APC System must be able to capture highly accurate data that meets or exceeds FTA requirements, demonstrates the ability to discriminate between passengers and non-passengers, and detect double-backs, re-crossings, and sensor obstructions.
- APC System must have the demonstrated capability to determine when a passenger has completely boarded or alighted any doorway on vehicle.
- The APC System must have the capability to avoid counting passengers that do not fully board or alight from the vehicle.
- The APC System must be configurable to push real-time passenger load data to the CAD/AVL System and bus tracking applications.
- The APC System must allow for assignment and storage of boarding and alighting counts including the following information: stop name, vehicle, driver, route, date, time, and lat/long.
- APC ridership data shall be accurate within +/- 5% in concurrence with manual passenger counts.
- The APC System hardware shall be installed at the front doors of each fixed route transit vehicle, with the ability to accurately count boarding and alighting.
- APC System shall have the required capabilities to be certified for the National Transit Database (NTD). Proposer shall aid and support with certification requirements.

B. APC System Passenger Identification

- The APC System must have the option to allow for the capture of passenger identification information from media such as magnetic stripe or RFID cards without any driver/operator interaction. This option must be configurable for each onboard unit.
- Passenger identification process shall enable boarding counts for passengers as well as capture demographic information.
- All passenger identifying information on vehicles and in reporting software will be secured using cryptographic hash function or other equivalent data security process.
- Passenger input data will be captured and validated "real time" by comparing unique identifier from input media with a customer-provided database of valid codes. Passenger input data will be fed to units on a nightly basis.
- Passenger Identification Data will be updated a minimum of once per hour during operational period to ensure accuracy.

C. Specific APC System Hardware Requirements

- Hardware must allow bi-directional communication via standard protocols.
- Hardware must have the capability to be wired directly into the vehicle power system.

- Hardware must remain under warranty for the full five (5) years following completion of the project.
- Proposer must install an inline power fuse to electronic passenger counting units to help prevent possible power short conditions and device failure.
- Hardware must have the capability to store a minimum of 3 Gigabytes of passenger count data.
- Hardware must be interchangeable between vehicles.
- Hardware must be rated to IP64 standards or better and for extreme temperatures.

2.1.23 General Reporting

A. General Reporting System Requirements

- The ITS System must have the capability to provide a suite of system reports to include operational and transit-based metrics.
- Reports must include a graphical interface for display and presentation.
- The ITS System must support multiple report types (bar chart, line graph, pivot tables, pie charts, scatter plot, heat map, digital map, etc.)
- The ITS System shall provide stop level detail within the active reporting module for at least 12 months.
- Thresholds will be variable for all reports and alerts and can be applied at the route and system level.
- The ITS System must have the capability to create customized data intelligence reports.
- The ITS System shall have the capability to automatically email reports in presentation format to an unlimited number of customer email contacts at regularly scheduled intervals.
- Reports must be customizable by day of the week and specific time periods (annually, monthly, weekly, daily, hourly, 1/4 hour, any range, etc.).
- The ITS System must have the ability to export reports for processing in formats such as .CSV, .XLSX, .PDF, etc.
- The ITS System reports shall have the capability to provide passenger count, load, and per mile data for each route and in summary for joined or interlined routes.
- The ITS System shall also plot historical activity (breadcrumb trail) on a map showing specific activities such as speed, whether stopped or parked, and other tracked alerts for a defined period.
- The ITS System must support customizable dashboards that display and compare critical information on a continuous basis.
- The ITS System dashboards must have the ability to show support/display status of service; including the number of vehicles currently on routes, percent of fleet on time, percent of fleet late, and total number of incidents/alerts currently in queues.
- The ITS System reports shall also include, but not be limited to:
 - Schedule Adherence by route/stop/vehicle/arrival and departure time.

- Ridership activity by stop, route, trip, time of day, location, and total system-wide ridership.
 - Passenger count data grouped by operator, vehicle, route, stop, and passenger category (visitor/student/senior/wheelchair/discount/full fare/etc.).
 - Wheelchair lift and bicycle rack deployments.
 - On-time performance reporting shall be configurable to record time points for each stop on every cycle or trip for system, routes, route blocks, and stops.
 - On-time performance reporting shall indicate the time performance status (Early, On Time, Late Range 1, Late Range 2, Late Range 3) and the time the vehicle left early or was late.
 - Headway by route/stop (display percentage of time that stops were serviced on the route within acceptable headways threshold).
 - Arrival and departure times for any vehicle.
 - Website, smartphone app, and SMS Service usage reporting.
 - Revenue and non-revenue miles and hours.
 - Operator/Vehicle assignments and logged operator time.
 - Incident Reporting.
 - Speed Infraction (Violation) reporting – in addition to standard report information, report will show speed and threshold speed for each infraction.
 - Bus Idling reporting – in addition to standard report information, report will show idling time and idling threshold for each infraction.
 - Administrative Route Start (Garage Pull Out) – report shall identify one or more locations as storage locations (Garage, Bus Yard, etc.) and report time left each location.
- ITS System shall have the capability to provide OTP reporting; including detailed, robust reports with multiple parameters (e.g., early/late time fields; date, time, day of week; routes; early/late percentages; and detailed counts of early/late times).
 - ITS System shall have the capability to calculate mileage between stops, in order, along routes, and record this data in a reference table.
 - ITS System shall have the capability to store vehicle passenger capacity, both seated and total passenger capacity, in a reference table.
 - Reports for NTD reporting shall be exportable to a common usable format such as PDF, CSV, XLS, and/or XLSX.
 - ITS System shall have the capability to automatically email data reports in presentation format to an unlimited number of customer email contacts at regularly scheduled intervals. Email reporting intervals must be configurable to be daily, weekly, or monthly.
 - ITS System shall have the capability to provide multiple levels of tiered reporting that may be configured by vehicle assigned to subgroups, as well as an option to provide combined reporting at the customer or parent level. Each level shall have a unique username and password that limit reporting visibility.
 - ITS System shall have the capability to provide demographic reports which will provide passenger boarding and alighting information at the stop, route, and

passenger category level segmented by customer provided categories or identifying features.

- ITS System shall have the capability to provide real-time reporting on all uploaded data. Reporting shall be dynamic and will allow users to select filter options using a web-based interface.
- At a minimum, the ITS System shall include the capability to provide passenger boarding and alighting counts by time, date, day of the week, week, month, vehicle number, driver, time cohort (time groupings set by hour), passenger type, route, and stop.
- ITS System shall have the capability to enter manual count data for reporting and will maintain a reference of all data entered manually.

B. *Specific Requirements for NTD Certification Reporting*

- The ITS System must have the ability to track and report on all current NTD data requirements.
- NTD reports must include vehicle revenue miles (VRM), vehicle revenue hours (VRH), deadhead miles, deadhead hours, deadhead miles, unlinked passenger trips (UPT), and passenger miles travelled (PMT).
- NTD reporting must use the best FTA guidance and have a proven calculation algorithm.
- Proposer must provide a detailed plan for extensively testing and calibrating the APC System in concurrence with manual counts over the first year of implementation. Included in the plan shall be a methodology and process for certifying APC data for official reporting to FTA's NTD.
- Proposer must provide detailed APC maintenance and benchmarking plans for the JPDTA.
- An option for continued NTD reporting and validation support should be included.
- Each NTD modular sub-system should have its own reporting system.
- Passenger log records - NTD reporting shall include stop level detail within the active reporting module for a minimum of 24 months. After 24 months, passenger count data shall be summarized at the route, driver, bus, and day level, and remain available in the active reporting module for a minimum of 5 years.
- User Interface – ITS System shall have the capability to present data in graphical format.
- ITS System shall have the capability to provide NTD passenger count reporting at the trip level by date and vehicle via a data electronic format. This will include passenger load between stops, distance between stops, passengers per mile, date, time, trip number, vehicle number, seated capacity, seated capacity percentage, total passenger capacity, and total capacity percentage.

2.1.24 Options and Questions

(Please indicate if you have the technology and if there is a cost)

1. Does the Proposer have unlimited pick or updates to the database? If not unlimited:
 - a. How many times is JPDTA allowed to change the database, upload Optibus, change stores or route data, and pathing?
 - b. What is the cost associated per change?
 - c. What is the timeframe to make these changes?
2. How long does it take to upload an Optibus or Excel Schedule to your system as well as to the buses?
3. Can the Proposer use the following modems currently on 11 buses recently purchased?
 - a. Modem-IBR1700
4. Can the Proposer upload the headsigns program remotely with their ITS system as well as integrate with the headsigns (Illuminator) Overhead Control Unit (OCU) over the cellular system to upload the programming file to the OCU?
5. Does Proposer's ITS System allow third-party piggybacking on other programs?
 - a. Cellular Network, Camera, Temple, Genfare, and/or General Fare Industries (GFI)?
6. Does Proposer's ITS System have ETA to text?
 - a. Can customers test the stop number and receive the stop times through SMS?
7. Can Proposer supply 5 years of cellular service?
 - a. Proposer would purchase, manage, and maintain the SIM cards and service.
8. Do you have Pre/Post Trip Vehicle Inspections, Driver Vehicle Inspection Reports (DVIR's)?
 - a. Pre/Post Trip Vehicle Inspections DVIR
 - Does the Proposer have Pre/Post Trip Vehicle Inspections?
 - The MDT should have the capability to conduct pre-trip and post-trip inspections.
 - Inspection form should be customizable to the needs of the agency.
 - Inspection form should allow for typed input from the driver to specifically address issues.
 - Inspection software must support photo capture for any inspection item.
 - The system should force a post-trip inspection at the end of the day for the vehicle.
 - Device should be capable of sending inspection reports by email.
 - The system should have a notification system via email/etc., to management for any inspections that report issues beyond normal.
9. Do you have On Demand / Microtransit Scheduling Support?
10. Are there any other technologies that Proposer would like for the Agency to consider that would enhance the ITS System's functionality?

2.2 Period of Agreement

The term of any resulting contract shall be for 5 years commencing on the date of execution or signing of the contract and shall expire at midnight on the fifth anniversary.

2.3 Price Proposal (Price Schedule)

Price proposals and/or price schedules shall be submitted in a separate electronic sealed envelope as notated on the Central Bidding page as “**Price Attachment**”. Price Proposals will remain sealed and shall not be read until the completion of the scoring of the Technical Proposal Evaluation during the RFP Evaluation Committee Meeting. Price Proposals shall not be included in the Technical Proposal evaluation criteria. Once read, the Price Proposals will be evaluated and scored in accordance with Section 1.31. Price Proposals shall be worth twenty-five percent (25%) of the total scoring points assigned.

Pricing **must** be submitted on the Price Proposal (Price Schedule) furnished in Attachment “N”. All proposed pricing shall be inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

2.4 Deliverables

The deliverables listed in Section 2.1, Scope of Work/Services are the minimum desired from the successful Proposer. Every Proposer must describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

2.5 Location

The location(s) where service(s) is/are to be performed is/are **118 David Drive, Metairie, LA 70003 and/or 90 1st Street, Gretna, LA 70053 and/or 901st Street, Gretna, LA 70053.**

2.6 Financial Profile

Proposers are requested to submit documentation from the past three (3) years demonstrating Proposer’s financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

Proposer must include information demonstrating the Proposer’s financial stability and ability to obtain and maintain bonding and insurance requirements in order to be eligible to be assigned a higher score. Proposals which lack the description of the Proposer’s financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

2.7 Proposal Elements

A. Technical

1. Each Proposer shall address how the Proposer will achieve/meet the Scope of Work as stated in Section 2.1. Technical approach shall detail the following: Plans and/or schedule of implementation, orientation, and/or installation, etc. (whichever is relevant to the RFP requirements).

2. Each Proposer shall address plans for necessary training, where applicable. An affirmative statement shall be required that the Proposer has reviewed the Scope of Work, understands the nature thereof and is willing and capable of providing the services thereof.
3. The Proposer shall likewise include any information concerning any innovative concepts pursuant to this RFP and terms and conditions that the Proposer desires consideration by the Parish.

B. Qualifications and Experience

1. Proposers must provide a detailed statement of related services to government entities or private entities which identifies customer satisfaction, demonstrated volume of merchants, etc. The Proposer must provide a detailed description of customer service capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquiries and complaints, as applicable.
2. The Proposer shall provide resumes for account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project, in addition to resumes of any and all subcontractors.

PART III – FEDERAL CONTRACT PROVISIONS

3.1 Federal Contract Provisions

Proposers must refer to Section 2.1.2 General Provisions for a list of required documents and provisions found in the Appendices.

The signed documents must be submitted with submission.

PART IV – EVALUATION

4.1 Evaluation Criteria

The proposed evaluation criteria shall be looked upon as standards which measure how well a Proposer's approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the Proposer proposes to do.

The proposed evaluation criteria shall measure how well a Proposer's approach meets desired minimum performance standards defined in the RFP and shall allow for the quantification of the differences between those stated minimum standards and what the Proposer intends to do. In accordance with Section 2-895 of the Code of Ordinances for Jefferson Parish a scoring system must be devised and impartially applied to each proposal to ensure objectivity and thoroughness in comparative analysis.

Price Proposal Evaluation shall constitute twenty-five percent (25%) of the total scoring points assigned. Price Proposal Evaluation shall take place after the Technical Proposal Evaluation has been completed. The following is the list of criteria that will be used for the evaluation of proposals:

A. TECHNICAL PROPOSAL (Maximum of 75 Points per Evaluator)

The following criteria shall measure the qualifications, technical capabilities and core competency of the Proposers and their submissions:

i. Personnel- experience of management staff, experience in similar projects, etc.:	<u>20</u>
ii. Scope of Services:	<u>15</u>
iii. Project Schedule:	<u>10</u>
iv. Specific Experience – similar or larger scope of services currently being provided:	<u>10</u>
v. Audio/Visual Connectivity Ability (Cellular System)	<u>5</u>
vi. Innovative Concepts full-time, part-time or temporary employees, etc.:	<u>5</u>
vii. Responsiveness to the RFP:	<u>5</u>
viii. Financial Profile of Company:	<u>5</u>

B. PRICE PROPOSAL (Maximum of 25 Points per Evaluator)

The Proposer with the lowest price shall receive the highest Price Proposal Evaluation score (twenty-five (25) points per member)

Other Proposers will receive a cost score computed as follows:

$$CS = (LPC/PC \times X)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost submitted

PC = Proposer's cost

X = Maximum combined cost points available

TOTAL MAXIMUM POINTS FOR THIS RFP - 100 PER EVALUATOR.

PART V – PERFORMANCE STANDARDS

5.1 Performance Requirements

- Proposer's timely submission of reports
- Proposer's submission of accurate and itemized invoices
- Proposer's adherence to project schedule/meet completion date
- Proposer's ability to provide key personnel with knowledge and technical expertise

5.2 Performance Measurement/Evaluation

- Did the proposer finish ahead of schedule?
- Did the proposer respond to Parish correspondence in a timely manner?
- Were complaints/problems resolved in a reasonable and cooperative manner?
- Was the proposer reasonable and responsive to Parish needs?
- Was the final product usable for the purpose intended?
- Were changes in key personnel made? How often? With or without notice?

PART VI - ATTACHMENTS

ATTACHMENT "A"

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 136353, stated in pertinent part below. The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 136353.

Proposers must provide with proposal submission a current (valid) insurance certificate evidencing required coverages. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the selected proposer will be required to provide final insurance certificates to the Parish which shall name **the Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insured on the Commercial General Liability, and the Comprehensive Automobile Liability policies to protect against negligence by the contractor as provided by contract. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish RFP solicitation number.

WORKER'S COMPENSATION INSURANCE

As required by Worker's Compensation Law of the State of the Contractor's headquarters. Employer's Liability is included, with minimum limits of \$500,000 per occurrence, except it shall be \$1,000,000 per occurrence when Work is to be overwater and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act.

Waiver of Subrogation endorsement in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council, and any other entities who may require waivers by specific contract is required.

Note: If your company is not required by law to carry worker's compensation insurance, i.e. sole employee of the company, then proposers must request and submit a worker's compensation insurance declaration affidavit prior to the proposal submission date.

COMMERCIAL GENERAL LIABILITY

Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limits: \$1,000,000 per occurrence; \$1,000,000 personal & advertising injury; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate.

Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

BUSINESS AUTOMOBILE LIABILITY

Minimal acceptable limit for bodily injury and property damage liability: \$1,000,000 Combined Single Limit.

Liability coverage to be provided for Any Auto OR for ALL Owned Autos and Hired and Non-owned Autos. **If contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required.**

Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

DEDUCTIBLES

The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements. If you are purporting to use an umbrella policy or excess to meet minimum requirements, then you must provide the Umbrella Schedule of Underlying Policies with the Certificate of Insurance evidencing which policies the Umbrella sits over.

ADDITIONAL COVERAGE REQUIREMENTS APPLICABLE TO THIS RFP:

****Departments are to await instructions from GAB as to whether any additional coverages below are required or can be deleted.**

CYBER LIABILITY

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to the following:

- Minimal acceptable aggregate limit: \$3,000,000 policy aggregate,
- Minimal acceptable limit for Data and Network Liability: \$3,000,000 each claim,
- Minimal acceptable limit for Media Liability: \$3,000,000 each claim,
- Minimal acceptable limit for Payment Card Liabilities & Costs: \$3,000,000 each claim,
- Minimal acceptable limit for Regulatory Defense & Penalties: \$3,000,000 each claim,
- Minimal acceptable limit for Cyber Extortion: \$3,000,000 each incident; and
- Minimal acceptable limit for Breach Response coverage: \$3,000,000 or \$1,000,000 Notified Individuals each incident.

Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the Contractor's Scope of Work as described in the Contract and its amendments.

ATTACHMENT “C”
Return with your Proposal

Evidence of Authority Instructions

Only an authorized Agent shall sign this proposal. Each Proposer is required to provide satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity, which shall be attached to the proposal.

The following page is a sample Corporate Resolution. This sample is supplied as a courtesy to Proposers, but it is the responsibility of the Proposer to ensure the evidence of authority they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws.

Additionally, a sample Sole Proprietorship Certification may be at <https://www.jeffparish.gov/466/Document-Library>.

Instruction sheet may be omitted when submitting.

CORPORATE RESOLUTION

Excerpt from minutes of meeting of the Board of Directors of

Incorporated.

At the meeting of Directors of _____
Incorporated, duly noticed and held on _____,
A quorum being there present, on motion duly made and seconded. It was:

Resolved that _____, be and is hereby appointed, constituted and designated as agent and Attorney-In-Fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with the Parish of Jefferson or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming, and accepting each and every such act performed by said agent and Attorney-In-Fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors of said corporation, and the same has not been revoked or rescinded.

Secretary-Treasurer

Date

ATTACHMENT “D”
Return with your Proposal
Request for Proposal
Affidavit Instructions

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to ensure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws.
- Affidavit must be signed by an authorized representative of the entity, or the affidavit will not be accepted.
- Affidavit must be notarized, or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant **MUST** select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the Council acts on the matter.
- RFP Affidavit must be submitted in its original format prior to approval in accordance with Sec. 2-895(b) of the Jefferson Parish Code of Ordinances.

Instruction sheet may be omitted when submitting the affidavit.

Request for Proposal

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized _____ of _____ (Entity), the party who submitted a proposal in response to RFP Number _____, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B _____ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B _____ there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the

contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B _____ There are **NO** subcontractors which would require disclosure under Choice A of this section.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE _____ DAY OF _____, 20____.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.

ATTACHMENT "E"
Return With Your Proposal

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your proposal. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Name and Title of proposer's official)

(Name of proposer/company)

(Address)

(Address)

PHONE _____ FAX _____

EMAIL _____

Signature _____ Date _____

ATTACHMENT "F"
Return With Your Proposal

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on
(name and title of proposer's official)

behalf of _____ that:
(Name of proposer)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 2025

By _____

(Signature of authorized official)

(Title of authorized official)

ATTACHMENT “G”
Return with your Proposal
Acknowledgement of Required Federal Clauses and Certifications

The Master Agreement between the Jefferson Parish Department of Transit Administration (JPTA) and the Federal Transportation Administration (FTA) has specific provisions that are passed on to all third-party contractors including, but not limited to, Civil Rights, Nondiscrimination, Affirmative Action/Equal Employment Opportunities, Disadvantaged Business Enterprise, Debarment and Suspension, and all applicable federal regulations. These provisions and all applicable appendices of the Agreement are herein incorporated by reference and made a part of this contract.

Signed:

Authorized Signing Official

Date

ATTACHMENT “H”

APPLICABILITY OF THIRD-PARTY FEDERAL CONTRACT PROVISIONS

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY APPENDIX II TO 2 CFR §200

No.	PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
1	No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
2	Program Fraud and False or Fraudulent Statements and Related Acts	All	All	All	All	All
3	Access to Records and Reports	All	All	All	All	All
4	Changes to Federal Requirements	All	All	All	All	All
5	Civil Rights and Equal Opportunity	All	All	All	All	All
6	Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
7	Incorporation of FTA Terms	All	All	All	All	All
8	Safe Operation of Motor Vehicles	All	All	All	All	All
9	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All	All
10	Resolution of Disputes, Breaches, or Other Litigation	Exceeds Simplified Acquisition Threshold	Exceeds Simplified Acquisition Threshold	Exceeds Simplified Acquisition Threshold	Exceeds Simplified Acquisition Threshold	Exceeds Simplified Acquisition Threshold

11	Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
12	Special EEO Provision for Construction Contracts				>\$10,000 if 49 CFR Part 18 or 19 indicate that DOL EEOC regs at 41 CFR Chap 60 apply.	
13	Government-Wide Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
14	Notice to FTA and U.S. Inspector General of Fraud, Waste, or Abuse, or Other Legal Matters	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
No.	PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
15	Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
16	Buy America			>\$150,000	>\$150,000	>\$150,000
17	Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
18	Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
19	Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.
20	Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.
21	Construction Employee Protections – Davis- Bacon Act				>\$2,000 (including ferries)	
22	Construction Employee Protections – Contract Work Hours & Safety Standards Act		>\$100,000	>\$100,000	>\$100,000 (including ferries)	

23	Construction Employee Protections – Copeland Anti-Kickback Sections 1 and 2				All (Section 1) >\$2,000 (Section 2)	
24	Bonding for Construction Activities				>\$250,000	
25	Seismic Safety	A&E for new buildings & additions			new buildings	
26	Non-Construction Employee Protections – Contract Work Hours & Safety Standards Act	>\$100,000	>\$100,000	>\$100,000		>\$100,000
27	Transit Employee Arrangements		Transit Operations			
28	Charter Service Operations		All			
29	School Bus Operations		All			
30	Drug and Alcohol Testing		Transit Operations			
31	Patent Rights and Rights in Data	Research & Development				
No.	PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
32	Energy Conservation	All	All	All	All	All
33	Recycled Products		EPA-selected items \$10,000 or more annually		EPA-selected items \$10,000 or more annually	EPA-selected items \$10,000 or more annually
34	Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
35	Access for Individuals with Disabilities	All	All	All	All	All
36	Assignability Clause	All	All	All	All	All

37	Bus Testing			All		
38	Buy America – Rolling Stock			>\$150,000		
39	Pre-Award and Post-Award Audits of Rolling Stock			>\$150,000		
40	Federal Motor Vehicle Safety Standards (FMVSS)			>\$150,000		
41	Veterans Preference				>\$150,000	
42	Transit Vehicle Manufacturer (TVM) Certifications			ALL		

FEDERAL PROVISIONS, REQUIRED CLAUSES, AND CERTIFICATIONS

The following federal clauses and provisions are incorporated by reference in any contract resulting from this procurement issued by JPTA. Some clauses apply to all contracts, while some only apply to certain activities or dollar thresholds. The application of each clause is included in the following summary of applicable clauses and certifications.

These procurement provisions and required contract clauses are in addition to other General Terms and Conditions, Special Terms and Conditions, Bidding or Proposal Procedures, and Bid or Proposal Forms that may also be incorporated by reference in any contract. Some provisions and clauses require the Bidder or Proposer to execute and submit certain required certifications with the bid or proposal. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

1. No Federal Government Obligation to Third Parties

(Applies to all contracts)

JPTA and the 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 JPTA, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

2. Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. 3801-3812 et seq., 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307, 49 USC § 5323(l)

(Applies to all contracts)

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 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.

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.

3. Access to Records and Reports

(Applies to all contracts)

The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to: data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to the performance of this contract as reasonably may be required. The Contractor also agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

4. Changes to Federal Requirements

(Applies to all contracts)

The 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 JPTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to comply shall constitute a material breach of this contract.

The Contractor agrees to include the above clause in each third-party 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.

5. Civil Rights and Equal Opportunity

(Applies to all contracts)

JPTA is an Equal Opportunity Employer (EEO). As such, it agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, JPTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Upon entering into a contract with JPTA, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

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

b. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

c. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

d. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. Disadvantaged Business Enterprise (DBE)

49 CFR Part 26

(Applies to all contracts)

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*. It is the policy of JPTA to practice nondiscrimination based on race, color, sex, or national origin in the award and administration of all DOT-assisted contracts. JPTA's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement.

b. The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as JPTA deems appropriate, which may include, but not be limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or

4. Disqualifying the contractor from future bidding as non-responsible under 49 CFR 26.13(b).

c. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work within ten (10) days after the Contractor's receipt of payment for that work from JPTA. In addition, the Contractor 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 and accepted. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by JPTA. This clause applies to both DBE and non-DBE subcontracts.

d. The Contractor must promptly notify JPTA's DBE Liaison Officer 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 JPTA.

7. Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1F

(Applies to all contracts)

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. The provisions in the Circular include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions.

The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any JPTA requests, which would cause JPTA to be in violation of the FTA terms and conditions.

8. Safe Operation of Motor Vehicles

23 U.S.C. Part 402, Executive Order 13043, Executive Order 13513, U.S. DOT Order 3902.10

(Applies to all contracts)

The Safe Operation of Motor Vehicles provisions apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or JPTA.

Distracted Driving - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor

owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

9. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment

2 CFR Part 200.216

(Applies to all contracts)

a. The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. JPTA is prohibited from using federal funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b. As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

c. The Contractor or subcontractor shall not provide covered telecommunications equipment or services in the performance of this contract.

10. Resolution of Disputes, Breaches or Other Litigation

49 CFR Part 18, FTA Circular 4220.1F

(Applies to all contracts over the Simplified Acquisition Threshold, currently \$250,000)

BREACH OF CONTRACT: The successful bidder shall be deemed in breach of contract if the successful bidder: fails to comply with any terms of the contract; fails to cure such noncompliance within five (5) calendar days from the date of written notice from JPTA or such other timeframe, greater than five (5) calendar days, specified in the notice; fails to submit a written response to the notification from JPTA within five (5) calendar days after the date of the notice. All notices under the contract shall be submitted by email and followed up with a hard copy by certified mail, return receipt request, to the person specified in the notice.

The successful bidder shall not be in breach of the contract as long as its default was due to causes beyond its reasonable control and occurred without any fault or negligence on the part of both the successful bidder and its subcontractors. Such causes may include but not be limited to: acts of God or of the public enemy, acts of JPTA in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather (e.g., hurricane).

DISPUTES.

Claims. Written notice of the Contractor to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such claims, whether for money or other relief, shall be submitted in writing to the Director or designee no later than sixty (60) days after final payment. The Executive Director or designee shall give written notification of the final decision on such claim to the Contractor within thirty (30) days of the date the claim was received. The Contractor may not institute legal action before receiving the final written decision unless the Director or designee fails to render such decision within the specified time. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Claims Relief. Under certain circumstances beyond the control of the Contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the Contractor or its agent, JPTA's Director or designee may extend the time limit for performance required by the Contract. Any such extension must be issued in writing and signed by the Director and ratified by Council.

11. Termination

2 CFR §200.339, 2 CFR part 200 Appendix II (B)

(Applies to all contracts over \$10,000 total value if 49 CFR Part 18 applies)

Subject to the provisions below, the Authority, upon thirty (30) days advance written notice to the other party, may terminate the contract. Upon receipt of a notice of termination, the Contractor shall cease all work underway on behalf of the Authority unless advised by the Authority to do otherwise. In the event of termination, Contractor shall be compensated only for the services as set forth in the contract provided to the satisfaction of the Authority and expenses incurred as of the date of termination. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Authority, without the required thirty (30) days advance notice, then the Authority shall be responsible for payment of services up to the termination date.

b. Termination for Cause: Termination by the Authority for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision and termination costs, if any shall not apply. However, pursuant to the Default paragraph of these General Conditions, the Authority may hold the Contractor responsible for any resulting additional purchase and administrative costs. Any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Authority by reason of the Contractor's default. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

12.Special EEO Provisions for Construction Contracts

(Applies to all contracts over \$10,000 total value if 49 CFR Part 18 or 19 indicate that DOL EEOC regulations at 41 CFR Chapter 60 apply)

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

13.Government-Wide Debarment and Suspension 2 CFR Part 180 and 1200; 2 CFR § 200.213; 2 CFR part 200 Appendix II(I); Executive Order 12549; Executive Order 12689

(Applies to all contracts and subcontracts at any tier expected to equal or exceed \$25,000, or any contractor subcontract at any tier for federally required audit).

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are not excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945. The Contractor is required to comply with 2 CFR part 180, Subpart C, supplemented by 2 CFR part 1200, and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction.

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 JPTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to JPTA, 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, Subpart C, as supplemented by 2 CFR part 1200, 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.

JPTA will use the System for Award Management (SAM) before entering into any contracts and review the Excluded Parties List System in SAM to verify if any third-party contractor is on the excluded list.

14.Notice to FTA And U. S. Inspector General of Fraud, Waste, or Abuse, or Other Legal Matters

(Applies to all contracts and subcontracts at any tier expected to equal or exceed \$25,000, or, any contract or subcontract at any tier for federally-required audit)

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify JPTA, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which JPTA is located. The Contractor must include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

– The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

– Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement between the FTA and JPTA, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify JPTA, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which JPTA is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with JPTA involving a principal, officer, employee, agent, or Third Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

15. Lobbying

31 U.S.C. § 1352, 2 CFR § 200.450, 2 CFR part 200 Appendix II (J), 49 CFR Part 20
(Applies to any contract or subcontract in excess of \$100,000)

All contractors will be required to submit a certification with the following language, as found in 49 CFR part 20, Appendices A and B:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

16. Buy America

49 U.S.C. § 5323(j), 49 CFR Part 661; 49 U.S.C. 5323(j)(2)(C), 49 CFR 661.11

(Applies to all purchases of steel, iron, or manufactured products over \$ 150,000. There are additional Buy America provisions for rolling stock)

The Bidder/Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal fund may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. A-17. The Bidder/Contractor must submit to JPTA the appropriate Buy America certification below with its bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Requirements for rolling stock are set out in 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal fund may not be obligated unless rolling stock is manufactured in the United States and have a seventy percent (70%) domestic content.

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to JPTA the appropriate Buy America certification with all bids where FTA funds are provided, except those subject to a general waiver or less than \$150,000. Bids or offers that are not accompanied by a completed Buy America certification will be deemed nonresponsive.

17. Clean Air

42 U.S.C. § 7401 – 7671q, 33 U.S.C § 1251-1387, 2 C.F.R. part 200; Appendix II (G)

(Applies to any contract or subcontract in excess of \$150,000)

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to not use any violating facilities and to report the use of prohibited facilities or facilities that are on or likely to be placed on the U.S. EPA “List of Violating Facilities.” The Contractor will report violations of use of prohibited facilities to FTA and it will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended, (33 U.S.C. § 1251-1387).

18. Clean Water

33 U.S.C. 1251-1387

(Applies to any contract or subcontract in excess of \$150,000)

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 through 1387. The Contractor agrees to not use any violating facilities and to report the use of prohibited facilities or facilities that are on or likely to be placed on the U.S. EPA “List of Violating Facilities.” The Contractor shall report any violations to the FTA and the appropriate EPA Regional Office.

19. Cargo Preference Requirements

46 U.S.C. § 55305, 46 CFR, Part 381

(Applies to any contract in which equipment, materials or commodities are transported by ocean vessel)

The contractor agrees:

- to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

20. "Fly America" Requirements

49 U.S.C. § 40118, 41 CFR Part 301-10; 48 CFR 47.4

(Applies to any contract which involves transportation of persons or property by air between the U.S. and a place outside of the U.S.)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipient of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of personnel (and their personal effects) or property, to the extent such service is available. In the event that a contractor selects a carrier other than a U.S.-flag carrier for international air transportation, the Contractor shall submit an appropriate statement or memorandum explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

21. Davis-Bacon Act

49 U.S.C. § 5333(a)

(Applies to all prime construction, alteration, or repair contracts over \$2,000)

JPTA shall place a copy of the current prevailing wage determination in the solicitation. The decision to award a contract will be conditioned upon the acceptance of the wage determination.

Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

22. Contract Work Hours and Safety Standards Act (Construction)

40 U.S.C. §§ 3701 – 3708; 29 CFR Part 5

(Applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers)

The Contractor shall comply with the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 - 3708., as supplemented by DOL regulations at 29 C.F.R. Part 5.

Overtime Requirements – The Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required.

Withholding for unpaid wages and liquidated damages - JPTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth herein.

Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. Copeland Anti-Kickback Act (Sections 1 and 2)

18 US Code 874; 40 USC 3145; 29 CFR 3 and 5

(Applies to all construction contracts, Section 1, and all prime construction, alteration, or repair contracts over \$2,000, Section 2)

Section 1. The Contractor shall induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works that are financed in whole or in part by the United States, to give up any part of the compensation to which he or she is otherwise entitled.

Section 2. The Contractor shall submit a weekly statement of compliance to JPTA with respect to the wages paid each employee performing covered work during the preceding week.

24. Bonding Requirements (Construction)

(Applies to all construction or facility improvement contracts or subcontracts exceeding Simplified Acquisition Threshold, currently \$250,000)

The FTA may accept the bonding policy and requirements of JPTA if it is determined that the Federal interest is adequately protected. If JPTA has not proposed alternate bonding requirements and a such a determination has not been made, the following minimum requirement apply:

Bid Bond Requirements

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible financial institution, be issued by a fully qualified surety company acceptable to JPTA and made payable to JPTA. The amount of such guaranty shall be equal to five percent (5%) of the bid price. The bid guarantee is an assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

In submitting this bid, it is understood and agreed by bidder that JPTA reserves the right is to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of Recipient.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of its bid within ninety

(90) days after the bid opening without the written consent of JPTA or refuse or be unable to enter into this contract, he shall forfeit his bid guaranty to the extent of JPTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense JPTA for the damages occasioned by default, then the undersigned bidder agrees to indemnify JPTA and pay over to JPTA the difference between the bid guaranty and JPTA's total damages, so as to make JPTA whole.

Performance Bond Requirements

A Performance Bond in the amount of one hundred percent (100%) of the contract value is required by JPTA to secure fulfillment of all the contractor's obligations under the contract.

JPTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. JPTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Payment Bond Requirements

A Payment Bond in the amount of one hundred percent (100%) of the contract value is required by JPTA to assure payment as required by law of all persons supplying labor and materials in execution of the work under the contract. The bond may be issued by a fully qualified surety company acceptable to JPTA and made payable to JPTA.

25. Seismic Safety Requirements

42 U.S.C. 7701 et seq., 49 CFR Part 41, Executive Order 12699

(Applies to any contract for construction of or addition to a building)

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

26. Contract Work Hours and Safety Standards Act – Not Involving Construction

(Applies to any non-construction contract exceeding \$100,000)

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions

Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

Any records maintained under this section shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

27. Public Transit Employee Protective Arrangements

(Applies to all contracts for transit operations)

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b) (“13(c)”):

U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

28. Charter Bus Operations

(Applies to all contracts for operations and management)

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

29. School Bus Operations

(Applies to all contracts for operations and management)

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

30. Drug and Alcohol Testing

49 U.S.C. § 5331, 49 CFR Part 655 and Part 40

(Applies to Contractors Performing Safety-Sensitive Functions in Transit Operations)

FTA provides three options for JPTA to work with the Contractor to implement an effective drug and alcohol testing program. JPTA may modify the options below in determining the best approach for an effective testing program.

Option 1

The Contractor agrees to participate in JPTA's drug and alcohol program established in compliance with 49 CFR Part 655.

Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Virginia Department of Rail and Public Transportation, or JPTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 before (insert date). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Option 3

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Virginia Department of Rail and Public Transportation, or JPTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 before (insert date). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

31. Patent Rights and Rights in Data

37 CFR Part 401, 49 CFR Parts 18 and 19, 2 CFR part 200 Appendix II (F)

(Applies ONLY to research projects in which FTA finances experimental, developmental, or research work)

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant JPTA intellectual property access and licenses deemed necessary for the work performed under this contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released

or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

32. Energy Conservation

42 U.S.C. § 6321 et seq., 49 CFR Part 622, subpart C
(Applies to all contracts)

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan for the Commonwealth of Virginia, which is issued in compliance with the Energy Policy and Conservation Act.

The Contractor agrees to include the above clause in each third-party 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.

33. Recycled Products

42 U.S.C. § 6962, 40 CFR Part 247, 2 CFR part 200.322

(Applies to all contracts and subcontracts for items designated by the EPA, where the purchase price exceeds \$10,000 or the value of the quantity acquired during the previous fiscal year exceeded \$10,000.)

The Contractor agrees to provide a preference, consistent with maintaining a satisfactory level of competition, for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), and U.S. EPA's "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

34. Conformance with National Intelligent Transportation Systems (ITS) Architecture

(Applies to contracts funded in whole or in part by the Highway Trust Fund)

All ITS projects shall be based on a system engineering analysis. The systems engineering analysis shall include, at a minimum:

1. Identification of portions of the regional ITS architecture being implemented;
2. Identification of participating agencies' roles and responsibilities;
3. Requirement's definitions;
4. Analysis of alternative system configurations and technology options to meet requirements;
5. Analysis of financing and procurement options;
6. Identification of applicable ITS standards and testing procedures; and
7. Procedures and resources necessary for operations and management of the system.

The final design of all ITS projects shall accommodate the interface requirements and information exchanges as specified in the regional ITS architecture.

All ITS projects shall use applicable ITS standards and interoperability tests that have been officially adopted through rulemaking by US DOT.

35. Access Requirements for Individuals with Disabilities

49 U.S.C. § 5301(d); 49 CFR part 27; 28 CFR Part 36

(Applies to all contracts)

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

§ 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C.

§§ 4151, *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with all applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 CFR Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 CFR Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

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.

36. Assignability Clause *(Applies to all contracts)*

Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of this proposal at the same prices, terms, and conditions. JPTA reserves the right to assign all or any portion of the products or services awarded under this Contract including option quantities. This assignment, should it occur, shall be agreed to by JPTA and the contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the contractor. JPTA's right of assignment will remain in force until completion of the contract to include options, whichever occurs first. JPTA shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

37. Bus Testing

49 U.S.C. 5318(e), 49 CFR Part 665

(Applies to any contract for the acquisition or lease of any new bus model, or any bus model with a major change in configuration or components)

The Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

38. Buy America - Rolling Stock

(Applies to any contract for the acquisition of rolling stock)

Requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11 and provide that federal funds may not be obligated unless rolling stock is manufactured in the United States and have a seventy percent (70%) domestic content. These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to JPTA the appropriate Buy America certification with all bids where FTA funds are provided, except those subject to a general waiver or less than \$150,000. Bids or offers that are not accompanied by a completed Buy America certification will be deemed non-responsive.

39. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

49 U.S.C. § 5323, 49 CFR Part 663

(Applies to any contract for the acquisition of rolling stock)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

40. Federal Motor Vehicle Safety Standards (FMVSS),

49 CFR Part 500

(Applies to any contract for the purchase of vehicles)

The Contractor (whether manufacturer or dealer) certifies that the vehicles to be supplied under the contract shall conform to all applicable Federal Motor Vehicle Safety Standards of the U.S. Department of Transportation, National Highway Traffic Safety Administration, and are certified by installation of the required certification plate.

41. Veterans Preference

49 CFR Part 5325 (K)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

2. Will not 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, and

b. Contractor also assures that its sub-contractor will:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
2. Will not 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.

42. Transit Vehicle Manufacture (TVM) Certifications,

49 CFR Part 26

49 CFR §26.49 Consultant must submit to JP Transit a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. JP Transit may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

ATTACHMENT “I”
Return With Your Proposal
Buy America Certification

Buy America

The contractor agrees to comply with 49 U.S.C. 5323G) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323G)(2)(C) and 49 C.F.R. § 661.11.

The offeror must submit to Jefferson Transit [Recipient] the appropriate Buy America certification below with its offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 53230)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323G), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 53230)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

ATTACHMENT "J"

Return With Your Proposal NON-COLLUSION FORM

By submission of this proposal, the Offeror _____, certifies

Name of Offeror

that (s)he is _____ of _____

Title

Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offerer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offerer and will not knowingly be disclosed by the Offerer prior to opening, directly or indirectly, to any other Offerer or to any competitor; and
3. No attempt has been made or will be made by the Offerer to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:
 - a. He is the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above; or
 - b. He is not the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1- 4) above.

ATTACHMENT “K”
Return With Your Proposal
CONTRACTOR GENERAL CERTIFICATIONS

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

(1) The Proposer and its Subcontractors are not in arrears to the Jefferson Parish Department of Transit Administration and or any of the named Procuring Agencies upon debt or contract and are not a defaulter, as surety or otherwise, upon any obligation to the Jefferson Parish Department of Transit Administration and or any of the named Procuring Agencies.

(2) No officer or employee or person whose salary or compensation for services is or has been payable in the past two (2) years in whole or in part from the Jefferson Parish Department of Transit Administration is or shall be or become interested directly or indirectly in this proposal or in the award or performance of the contract for the supplying of the aforesaid, and other related items, or in any portion of the profits or price therefore.

(3) The Proposer complies with mandatory standards and polices relating to energy efficiency in compliance with the Federal Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date: _____

ATTACHMENT “L”
Return With Your Proposal

REQUEST FOR EQUALS

Company Name: _____

Specification Section Number: _____

Component Item Listed: _____

Proposed Item: _____

Note: A separate form must be submitted for each request for an approved equal. Proposers are required to submit technical information for each item. Any request received without the necessary technical information will be returned.

**ATTACHMENT “M”
TECHNOLOGY AFFIDAVIT**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared:

_____ (hereinafter “Affiant”) who after being duly sworn by me,
deposed and said that he/she is the fully authorized _____ (Title) of

_____ (Entity), who is a contractor to the Parish of Jefferson.
Affiant further said:

The equipment and services to be provided by Affiant’s Company, under the accompanying (bid/invoice) fully comply with Louisiana Revised Statutes 38:2237.1 and 39:1753.1. None of the equipment or services to be provided by Affiant’s Company are “prohibited telecommunications or video surveillance equipment or services” as defined therein, and do not include any equipment or components from all of the following:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- Video surveillance equipment or telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of such entities, as described in Section 889(f)(3)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- Telecommunications or video surveillance equipment or services produced or provided by an entity found to be owned, controlled, or otherwise connected to the government of the People's Republic of China, as described in Section 889(f)(3)(D) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
- Any product or equipment, regardless of manufacturer, containing as a component any equipment identified above. This may include but is not limited to the following:
 - Computers or other equipment containing a component which enables any form of network connectivity or telecommunications regardless of whether the equipment is regularly connected to a network.

- Building automation, environmental controls, access controls, or facility management and monitoring systems.
- Any voting machines, peripherals, and election systems that are a product, or a component thereof, that is identified as being produced by those entities listed above.

In addition, none of the services to be provided by _____(Entity) utilize any equipment or components as described above.

Signature of Affiant

Printed Name of Affiant

Title:

Company:

SWORN AND SUBSCRIBED TO BEFORE
ME, NOTARY PUBLIC ON THE _____
DAY OF _____, 20_____.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.

ATTACHMENT “N”

Cost Proposal (Price Schedule)

VENDOR Name: _____

Automated Voice Announcement (AVA)			
One Time Item	Cost Each	Qty of units	Total
Setup		1	
Software		47	
Hardware		47	
Training		1	
Installation		47	
Total AVA - \$			
Interior LED Passenger Information Signs			
One Time Item	Cost Each	Qty of units	Total
Setup		47	
Hardware and Software		47	
Installation		47	
Total Interior LED - \$			
Real-Time & CAD/AVL GPS Tracking with Smartphone Application			
One Time Item	Cost Each	Qty of units	Total
Setup		1	
Software		47	
Hardware		47	
Training		1	
Installation		47	
Total Real-time & CAD/AVL - \$			

Automated Passenger Counting (APC) Solution			
One Time Item	Cost Each	Qty of units	Total
Setup		1	
Software		47	
Hardware		47	
Training		1	
Installation		47	
Total APC - \$			

Recurring Fees					
Recurring Item	Monthly Cost	Quantity of units	Annual cost	# of Years	Total 5-yr cost
Cellular, Warranty, & Support		47		5	

Summary of Costs	
Item Description	Cost
Automated Voice Announcement (AVA)	
Interior LED Passenger Information Signs	
Real-Time & CAD/AVL GPS Tracking with Smartphone Application	
Automated Passenger Counting (APC) Solution	
Recurring Fees	
Grand Total – ITS System	