BERKELEY-CHARLESTON-DORCHESTER COUNCIL OF GOVERNMENTS

PLANNING, PARTNERSHIP & PROSPERITY

REQUEST FOR PROPOSALS

Mobile Ticketing and Electronic Fare Collection System

Issued: November 9, 2026
Responses Due: December 7, 2026

CONTACT:

Jason McGarry
Procurement/Contracts Administrator
jasonm@bcdcog.com

November 9, 2026

All qualified firms are invited to submit proposals to the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) for the following: Mobile Ticketing and Electronic Fare Collection System.

- **Submittal:** Proposals for this solicitation will be accepted until **3:00 PM EST on December 7, 2026.**

- **Deadline for Questions or Clarifications:** November 30, 2026

- **Pre-Proposal Meeting:** N/A

All proposals shall be submitted electronically via email to jasonm@bcdcog.com no later than **3:00 PM EST on December 7, 2026**. Proposals must be submitted in PDF format. Hard copies are not required.

Any revisions to this Request for Proposal will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFP will be posted on the BCD Council of Governments website at: https://www.bcdcog.com/procurement/

All firms should consult this website for updates before submitting proposals.

The completed proposal must be received via email on or before the deadline above. Proposals received after the deadline will not be considered.

Any offer submitted as a result of this solicitation shall be valid for ninety (90) calendar days following the submittal date. This solicitation does not commit BCDCOG to award a contract, to pay any cost incurred in the preparation of proposals, or contract for the services. BCDCOG may award a single contract or multiple contracts depending on the firm's ability to meet all requirements.

Proprietary and/or Confidential Information
Proposals resulting from this solicitation are subject to the South Carolina Freedom of Information Act (FOIA). All information that is to be treated as confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page.

Required Certifications
Proposals are required to include the certifications located at the end of this Request for Proposal. Firms that do not submit all required certifications and acknowledgments of addenda may have their proposals deemed nonresponsive

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BACKGROUND

The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) administers the public transit services in the Berkeley, Charleston, and Dorchester counties of coastal South Carolina. Charleston Area Regional Transportation Authority (CARTA) provides fixed route transit services to the Charleston Urbanized Area. TriCounty Link (TCL) operates transit services in the rural areas of the three counties. These two agencies connect along the edge of the urbanized area.

In order to provide high quality, accessible services to its customers, BCDCOG would like to expand its existing phone-based, mobile ticketing fare collection system with a vendor to operate the contactless, mobile ticketing fare payments hardware. The payments solution will continue to be an integral part of a Mobility-as-a-Service (MaaS) platform for the Region. The proposed solution shall integrate with Transit, Inc. as current trip planning phone application provider and consume a General Transit Feed Specification (GTFS) for multifaceted data reporting.

PROJECT GOALS

The primary objectives of this project are to:

1. Utilize the existing on-vehicle hardware with open and nonproprietary architecture;
2. Improve customer convenience and accessibility
3. Support Data-Driven Operations Monitoring and Planning Analysis
4. Increase Security and Reduce Fare Evasion and improve operational efficiencies
5. Support Future Integration and Interoperability Between CARTA Services
6. Enhancing ease of use for customer convenience through universal design, ensuring all customers have the ability to access;
7. Provide seamless integration with Transit, Inc. to allow fare purchases in the phone application;
8. Offer an integrated off-the-vehicle solution for the future deployment of the Bus Rapid Transit (BRT) service that requires fare payment on the boarding platform.
9. Support the fare validations across multiple transit services, including local routes, express routes, BRT service, rural routes, and paratransit service.

BCD Council of Government leadership believes that while challenges may exist with a cashless fare system, the overall system design will deliver increased access to all, including low-income, unbanked and underbanked customers. Providing options for unbanked, low-income riders will be additive in the selection committee's scoring process.

PROJECT MANAGEMENT AND ADMINISTRATION

The selected proposer shall assign a Project Manager to be BCDCOG's main point of contact. Responsibilities shall include, but not limited to:

1. Design and maintain master project schedule with significant milestones.
2. System engineering and design.
3. Initialization of the Mobile Ticketing and Electronic Fare Collection system and trip-planning application with existing vehicle data, fare structure, and existing on-board hardware.
4. Project manager shall have the authority to make decisions on behalf of the vendor. The project manager may not be replaced without prior approval from BCDCOG.

SCOPE OF WORK

The purpose of this Request for Proposals is to procure and implement a well proven, industry standard, integrated package of public transit hardware and software intended to facilitate Mobile Ticketing and Electronic Fare Collection, hereafter known as the 'System'. The services should integrate with existing on-vehicle hardware, namely the HID VAL100 validator, and trip planning applications or expand these capabilities beyond current functionality. The solution will provide the public with a way to plan their trip and pay their fare on a single platform across all modes supported by multiple transportation agencies throughout the region including CARTA urban transit services, TCL rural transit services, paratransit, and future modes like BRT, on demand transit, bikeshares, and ridesharing.

It is understood that a new electronic fare collection system must be flexible in order to accommodate other mobility modes for the provision of MaaS. The selected vendor will partner to provide seamless trip planning and payment together within one mobile application, ensuring 100% end-to-end multi-mode connectivity for all customers. This overall solution must provide customers with an easy-to-use, open source and integrated payment platform, connecting along all mobility modes identified in the region. Mobility modes may include, but are not limited to, fixed route transit, demand response transit (including ADA complementary paratransit), human services transportation, ridesharing services, taxis, transit network companies (TNC), docked and dock-less bike share, car share services, scooters, parking meters, garages and other current or future alternative mobility modes.

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

All work shall take place at the CARTA Maintenance Facility and TriCounty Link Maintenance Facility, respectively. Work shall be completed so that it does not impact service obligation to passengers.

All data, including raw data, will be the property of BCDCOG. Further, BCDCOG is seeking systems that are geared toward open-source architecture, use of common data standards, and leverage open APIs for hardware interoperability and data transmission protocols. Proposals that demonstrate their products support optionality, extensibility, and hardware-agnostic opportunities within their system will be evaluated and scored favorability.

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

A. Payment Solutions Expected Objectives

The selected vendor must deliver a solution that meets the following objectives and outcomes:

1. An account-based fare system that completes the following but is not limited to:
    - Manage customer payment accounts, associated sub accounts and payment products,
    - Manage payment transactions and funds processing,
    - Provides third party integrations,
    - Supports apportionment/settlements and reconciliation with third parties,
    - Supports web-based public, institutional, and discount/benefits portals,
    - Uses centralized server/account-based processing in which fare calculation and payment are completely carried out in the back-office,
    - Provides an external API or SDK that meet or are substantially similar to Transit App's requirements.
2. Payment media will include CARTA/TCL-issued contactless smartcards, third party-issued contactless smartcards, mobile phones, and wearables. Third party smartcards may include identification cards issued by the State, businesses and institutions such as local public schools, universities and colleges. Other payment media may include open contactless credit or debit cards, digital wallets like Apple Pay and Google Wallet.
3. On-board readers/validators must read contactless smartcards and validate mobile tickets using Near Field Communications (NFC), Bluetooth and mobile ticketing validation using barcodes/QR codes or flash pass approach.
4. Account-based fare system must provide integration with future on-demand transportation billing software to support integration with state agency programs such as Medicaid, Non-Emergency Medical Transportation (NEMT), in order to deliver seamless, paperless billing for all providers and mobility managers.
5. Account-based fare system should support account replenishment in partnership with retail merchants, if applicable.
6. Account-based fare system should support the loading by participating agencies of their client's accounts, in addition to the client themselves.
7. Account-based fare system should support integration with third party payment systems such as fixed route transit, demand response transit (including ADA complementary paratransit), human services transportation, ridesharing services, taxis, transit network companies (TNC), docked and dock-less bike share, car share services, scooters, parking meters, parking garages, and other current or future alternative mobility modes to pay for trips booked using the MaaS platform.
8. Account-based fare system should support gamification of mobility modes and associated fares.

9. On-board solution should support boarding on all transit vehicles as well as a fully integrated mobile solution fare payment reader that can be made available to not-for-profit and other coordinating mobility providers and an off-vehicle platform installation.
10. The solution should provide fare capping functionality to ensure that customers pay the "guaranteed lowest fare", which will be expanded beyond CARTA/TCL fixed route and paratransit services so all customers can choose the best mobility modes for their single trip and know they'll pay a reasonable price.
11. Reduce dwell time and operating costs, and achieve cost efficiencies through contactless payments.
12. Reduce on-board fare processing time to improve on-time performance and make the boarding process easier and more convenient for customers.
13. Allow retrieval of accurate and timely ridership and revenue data which can be used for detailed analysis and reporting to determine transit trends among riders.
14. Protect customer privacy and transaction security by complying with Payment Card Industry (PCI) standards, ensuring the security and confidentiality of Personally Identifiable Information (PII).
15. Support open-source architecture and be extensible to support new technologies as they mature in the industry.
16. Provide configuration and operational flexibility by providing upfront and understood costs associated with changes to the fare system so long-term operational investments are fully understood.
17. Provide fully reconciled, auditable and accurate revenue deposits and reports.
18. Control fare evasion and prevent fraud.
19. Provide a secure communications network to exchange data.
20. Meet the needs of and provide increased access to low-income, older adults, persons with disabilities, and other disadvantaged groups as it relates to the fares and MaaS.
21. System-wide interoperability and compatibility across all manufacturers, software systems, participating transit agencies, other modes of mobility as outlined in the vision statement.
22. Cards and readers are durable for the transit environment but affordable options are provided to connect with mobility providers within MaaS.
23. Easily able to perform upgrades and changes to back-end system software (ex. changes in fares, fare rules and adding/removing agency participating transit agencies, other modes of transit and non-transportation providers).
24. Meets all required financial standards and communication protocols:
    - Readers are capable of recognizing the following communications protocols: ISO standard 14443, Part 2 and ISO 18092:2023 and contactless cards characteristics: ISO standard 14443/Part 1 or ISO 7810. Both include in the EMV specification.
    - Processing speeds must be no greater than 400 ms for each transaction.
    - If unable to connect, the system will attempt to reconnect and store relevant transactions until communications are reestablished. System should have a process in place so that if this situation does occur, there is minimal negative impact to the driver, customers, and dwell time.

- Nonfunctioning or malfunctioning systems should have some proactive method of remotely identifying when there is an issue and notifying relevant parties.

B. Additional Partners Required

It is understood that other additional and required partnerships may be needed in order to deliver on the key goals and expected objectives outlined within this RFP. BCDCOG requests that vendor(s), when submitting to this RFP, identify all parties that are required to meet the goals and objectives established and ensure related costs are included. Below are some of the important partners in wide-scale implementations of mobile commerce applications for the transit industry:

1. Systems integrators and fare systems providers – The companies that currently provide transit fare solutions are important partners for their extensive knowledge on how such systems need to function. Their expertise is invaluable, especially as agencies may need to run the legacy system in parallel with a new system for a few years until a majority of riders adopt the new system. Integrators still play a key role in the design of the fare payment system, managing fare tables and managing risk of system.
    - Trip Planning integration shall provide the ability to plan a transit trip and purchase corresponding fare products; and
    - The System shall be capable of displaying the Agency's GTFS schedule data.
    - The System shall include a service to regularly import the Agency's GTFS-real-time trip updates, vehicle positions, and service alerts data feeds. The service shall import the data at least every 15 seconds.
    - The integration shall be able to provide real-time updates on arrival/departure times based on BCDCOG's GTFS and GTFS-real-time feeds and the user's current location.
    - The solution will provide the public with a way to plan their trip and pay their fare on a single platform across all modes supported by multiple transportation agencies throughout the region including CARTA urban transit services, TCL rural transit services, paratransit, and future modes like BRT, on-demand transit, bikeshares, and ridesharing.
2. Telecommunication firms – In a mobile scenario, carriers have an important role to play in mobile commerce, since all account information and text-based marketing must pass over the carrier network. In addition, customers are likely to get their NFC-equipped mobile phones from their carrier.
3. Technology firms – New infrastructure depends on new and advanced technology. For example, a range of NFC-enabled and Bluetooth devices and NFC and Bluetooth software is needed for broad deployment of contactless payments.
4. Transaction processing – An infrastructure provider is required to provide secure and reliable mobile commerce transaction processing.
5. Financial institutions – Credit card companies, banks and other financial services providers are needed to enable riders to register their payment information and to facilitate funding of the stored-value reload directly over the mobile network.
6. Merchants and retailers – Use of merchant and retailer outlets for fare sales.

FLEET INFORMATION

The following vehicles are the focus of this RFP. All route vehicles operated by both CARTA and TriCounty Link Transit Systems will be equipped with standardized equipment, including mobile payment validators and integrate with existing Cradlepoint devices on the CARTA vehicles. Specifications for cellular connectivity on TriCounty Link vehicles will need to be determined by the successful bidder and may be procured outside of this scope of work.

Fixed-Route Fleet Roster

Charleston Area Regional Transportation Authority / TriCounty Link

Count	Vehicle ID No.	Year	Make	Model	Vehicle Type	Service Type
1	1442	2014	Gillig	Low Floor	BU - Bus	Fixed Route
2	1443	2014	Gillig	Low Floor	BU - Bus	Fixed Route
3	1444	2014	Gillig	Low Floor	BU - Bus	Fixed Route
4	1445	2014	Gillig	Low Floor	BU - Bus	Fixed Route
5	1447	2014	Gillig	Low Floor	BU - Bus	Fixed Route
6	1449	2014	Gillig	Low Floor	BU - Bus	Fixed Route
7	2231	2022	Hometown Trolley	Villager	BU - Bus	Fixed Route
8	3000	2016	New Flyer	Midi	BU - Bus	Fixed Route
9	3001	2016	New Flyer	Midi	BU - Bus	Fixed Route
10	3002	2016	New Flyer	Midi	BU - Bus	Fixed Route
11	3003	2016	New Flyer	Midi	BU - Bus	Fixed Route
12	3004	2016	New Flyer	Midi	BU - Bus	Fixed Route
13	3005	2016	New Flyer	Midi	BU - Bus	Fixed Route
14	3006	2016	New Flyer	Midi	BU - Bus	Fixed Route
15	3007	2018	Alexander Dennis	Enviro 200	BU - Bus	Fixed Route
16	3008	2018	Alexander Dennis	Enviro 200	BU - Bus	Fixed Route
18	3010	2014	New Flyer	MD30	BU - Bus	Fixed Route
19	3011	2014	New Flyer	MD30	BU - Bus	Fixed Route
20	3012	2014	New Flyer	MD30	BU - Bus	Fixed Route
21	3013	2013	Alexander Dennis	Enviro200	BU - Bus	Fixed Route
23	3015	2013	Alexander Dennis	Enviro200	BU - Bus	Fixed Route
24	3020	2009	Van Hool	A300K	BU - Bus	Fixed Route
25	3025	2009	Van Hool	A300K	BU - Bus	Fixed Route
26	3500	2010	New Flyer	D35LF	BU - Bus	Fixed Route
27	3501	2010	New Flyer	D35LF	BU - Bus	Fixed Route
28	3502	2010	New Flyer	D35LF	BU - Bus	Fixed Route
29	3505	2010	New Flyer	D35LF	BU - Bus	Fixed Route
30	3506	2010	New Flyer	D35LF	BU - Bus	Fixed Route
31	3507	2010	New Flyer	D35LF	BU - Bus	Fixed Route
32	3508	2010	New Flyer	D35LF	BU - Bus	Fixed Route
33	3509	2010	New Flyer	D35LF	BU - Bus	Fixed Route

34	3511	2012	New Flyer	D35LF	BU - Bus	Fixed Route
35	3512	2012	New Flyer	D35LF	BU - Bus	Fixed Route
36	3513	2012	New Flyer	D35LF	BU - Bus	Fixed Route
37	3514	2012	New Flyer	D35LF	BU - Bus	Fixed Route
39	3516	2019	Alexander Dennis	Enviro 200	BU - Bus	Fixed Route
40	3517	2019	Alexander Dennis	Enviro 200	BU - Bus	Fixed Route
41	3521	2021	Proterra	ZX5	BU - Bus	Fixed Route
42	3522	2021	Proterra	ZX5	BU - Bus	Fixed Route
43	3523	2021	Proterra	ZX5	BU - Bus	Fixed Route
44	3524	2021	Proterra	ZX5	BU - Bus	Fixed Route
45	3525	2021	Proterra	ZX5	BU - Bus	Fixed Route
46	3526	2021	Proterra	ZX5	BU - Bus	Fixed Route
47	3527	2021	Proterra	ZX5	BU - Bus	Fixed Route
48	3528	2021	Proterra	ZX5	BU - Bus	Fixed Route
49	3529	2021	Proterra	ZX5	BU - Bus	Fixed Route
50	3530	2021	Proterra	ZX5	BU - Bus	Fixed Route
51	3531	2021	Proterra	ZX5	BU - Bus	Fixed Route
52	3532	2021	Proterra	ZX5	BU - Bus	Fixed Route
53	3533	2021	Proterra	ZX5	BU - Bus	Fixed Route
54	3534	2021	Proterra	ZX5	BU - Bus	Fixed Route
55	3535	2021	Proterra	ZX5	BU - Bus	Fixed Route
56	3536	2021	Proterra	ZX5	BU - Bus	Fixed Route
57	3537	2021	Proterra	ZX5	BU - Bus	Fixed Route
58	3538	2021	Proterra	ZX5	BU - Bus	Fixed Route
59	3539	2021	Proterra	ZX5	BU - Bus	Fixed Route
60	3540	2021	Proterra	ZX5	BU - Bus	Fixed Route
61	4000	2014	New Flyer	XDE40	BU - Bus	Fixed Route
62	4001	2014	New Flyer	XDE40	BU - Bus	Fixed Route
63	4002	2015	New Flyer	D40LF	BU - Bus	Fixed Route
64	4003	2015	New Flyer	D40LF	BU - Bus	Fixed Route
65	4004	2015	New Flyer	D40LF	BU - Bus	Fixed Route
66	4005	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
67	4006	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
68	4007	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
69	4008	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
70	4009	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
71	4010	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
72	4011	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
73	4012	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
74	4013	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route

75	4014	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
76	4015	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
77	4016	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
78	4017	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
79	4018	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
80	4019	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
81	4020	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
82	4021	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
83	4022	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
84	4023	2019	Gillig	Commuter LF40	BU - Bus	Fixed Route
85	4500	2019	Proterra	Catalyst E2	BU - Bus	Fixed Route
86	4501	2019	Proterra	Catalyst E2	BU - Bus	Fixed Route
87	4502	2019	Proterra	Catalyst E2	BU - Bus	Fixed Route
88	4503	2021	Proterra	Catalyst E2	BU - Bus	Fixed Route
89	4504	2021	Proterra	Catalyst E2	BU - Bus	Fixed Route
90	4505	2021	Proterra	Catalyst E2	BU - Bus	Fixed Route
91	4506	2021	New Flyer	XE 40	BU - Bus	Fixed Route
92	4507	2021	New Flyer	XE 40	BU - Bus	Fixed Route
93	4508	2021	New Flyer	XE 40	BU - Bus	Fixed Route
94	4509	2021	New Flyer	XE 40	BU - Bus	Fixed Route
95	4510	2021	New Flyer	XE 40	BU - Bus	Fixed Route
96	4511	2021	New Flyer	XE 40	BU - Bus	Fixed Route
97	4512	2021	New Flyer	XE 40	BU - Bus	Fixed Route
98	5019	2016	Ford Goshen	GCII	CU - Cutaway Bus	Fixed Route
99	5021	2019	Starcraft	Allstar	CU - Cutaway Bus	Fixed Route
100	5022	2019	Starcraft	Allstar	CU - Cutaway Bus	Fixed Route
101	5024	2019	Starcraft	Allstar	CU - Cutaway Bus	Fixed Route
102	5025	2020	Arboc	Freedom	CU - Cutaway Bus	Fixed Route
103	1745	2017	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
104	1746	2017	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
105	1749	2017	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
106	1759	2017	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
107	1761	2017	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
108	1766	2017	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
109	1767	2017	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
110	1768	2017	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
111	1770	2017	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
112	1775	2017	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
113	1778	2017	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
114	1901	2019	Ford Goshen	E450	CU - Cutaway Bus	Fixed Route

115	1902	2019	Ford Goshen	E450	CU - Cutaway Bus	Fixed Route
116	1905	2019	Ford Goshen	E450	CU - Cutaway Bus	Fixed Route
117	1906	2019	Ford Goshen	E450	CU - Cutaway Bus	Fixed Route
118	1913	2019	Ford Goshen	E450	CU - Cutaway Bus	Fixed Route
119	1993	2019	Ford Goshen	E450	CU - Cutaway Bus	Fixed Route
120	1997	2019	Ford Goshen	E450	CU - Cutaway Bus	Fixed Route
121	2090	2021	Ford Goshen	E450	CU - Cutaway Bus	Fixed Route
122	2309	2023	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
123	2315	2023	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
124	2321	2023	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
125	2326	2022	Ford Transit	350 X2XG	VN - Van	Demand Response
126	2332	2022	Ford Transit	350 X2XG	VN - Van	Demand Response
127	2334	2023	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
128	2349	2022	Ford Transit	350 X2XG	VN - Van	Demand Response
129	2353	2023	Ford Goshen	E450 SD	CU - Cutaway Bus	Fixed Route
130	2380	2022	Ford Transit	350 X2XG	VN - Van	Demand Response
131	2385	2022	Ford Transit	350 X2XG	VN - Van	Demand Response
132	2393	2022	Ford Transit	350 X2XG	VN - Van	Demand Response

TRANSIT RIDERSHIP

Month	2024	2025	2026 YTD
Jan	181,361	145,453	226,021
Feb	189,557	160,193	199,301
Mar	199,767	250,715	239,273
Apr	207,882	260,829	246,579
May	195,827	253,556	225,723
Jun	188,391	239,465	233,338
Jul	188,552	243,693	230,769
Aug	182,087	250,834	245,075
Sep	193,343	271,639	
Oct	206,398	281,788	
Nov	172,155	235,675	
Dec	152,257	215,741	
Total Year	**2,257,577**	**2,809,581**	**1,846,079**

PASS SALES

Pass Type	2024 Revenue	2025 Revenue	2026 YTD Revenue
1-Trip	$115,644.8	$165,273.66	$189,365.99
31-Day	$91,995	$96,145.5	$85,137
10-Trip	$33,720	$42,040	$30,432
7-Day	$32,272.5	$35,375	$36,357.5

3-Day	$1,967	$2,261	$2,163
One Day	$5,796	$7,469	$6,895
Semester	$2,600	$2,720	$2,280
40-Trip	$18,536	$17,836	$12,880

ON-BOARD TECHNOLOGY

CARTA

- Genfare Fast Fare fareboxes
- Android touch screen tablets
- GPS-based automated vehicle location technology
- AngelTrax security cameras
- GTFS / GTFS-RT
- Hella automated passenger counters
- Cradlepoint routers providing cellular connectivity

TriCounty Link

- Non-Registering fareboxes
- OpenMDT Touch Screen mobile data terminals
- GPS-based automated vehicle location technology
- AngelTrax security cameras
- GTFS / GTFS-RT
- Verizon Jetpack MiFi providing cellular connectivity

PROPOSAL FORMAT

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

1. Transmittal Letter**:** A transmittal letter must be submitted with the proposal which shall include:
    - The RFP subject and solicitation number.
    - Name of the proposer responding, including mailing address, e-mail address, telephone number, and name of contact person or persons.
    - The name of the person or persons authorized to make representations on behalf of the proposer and enter into a contract.
2. Describe your capabilities and experience in providing account-based system that is used for payments for multi-modal trips that may also include non-transit components (e.g., parking, taxis, bikeshare, TNCs, etc.).
3. Describe your capabilities and experience in providing web-based portals for management of payment accounts and products for the public and institutions and for management of special programs, such as discounts, benefits, and loyalty.
4. Describe your capabilities in developing an API or SDK, and your experience with third parties integrating your API or SDK.
5. Describe your capabilities and experience in working with third party operators in a large geographic area for enabling payments on their vehicles or for back-end integrations.

6. Describe your experience in handling payments for non-emergency medical transportation (NEMT) trips and other related human services transportation.
7. Describe the capabilities of your on-board solution for validation of media. Also, respond to the following:
    - How flexible is the product to adopt future standards for payments?
    - What are the needs for PCI compliance, if any?
    - Describe your experience with validation concepts such as Bluetooth low energy (BLE), Near Field Communication (NFC) and contactless EMV.
8. Describe your general experience in helping agencies implement cashless strategies.
9. Describe your experience in supporting partnerships with retail merchants for account reload, if applicable.
10. Provide information on total cost of ownership of solution that can meet BCDCOG's needs:
    - Provide a breakdown by capital and annual operating costs over the 5-year contract period, which includes any additional partners required
    - Provide a breakdown of any integration costs related to supporting the system.
    - Provide details of payments as–a-service approach
11. Describe how your system would function and operate with the current on-board technologies such as cellular, Wi-Fi routers as well as other ITS systems.
12. Describe if you have worked with or intend to work with Transit to provide the full MaaS platform.

TRAINING

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

Due to the number of staff and geographic service areas associated, there shall be a minimum of at least three (3) train-the-trainer classroom training sessions for the staffs to attend. Training shall be focused on the following roles: Customer Service, Bus Operators, Financial Reporting, Maintenance, Planning and System Administration. The BCDCOG will make available classroom facilities or meeting space for all trainings, if that is the preferred format. Electronic copies of all materials shall be provided.

DOCUMENTATION AND INSTALLATION

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

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

Installation: The proposer shall provide project management and oversight of all installation work performed. The proposer shall install the equipment to the highest standards, using experienced and knowledgeable personnel. All installation work shall be scheduled so as not to disrupt or delay BCDCOG or its operating contractor. The proposer shall make every effort to schedule the work around operating hours or peak times. If extensive installation and testing work will be required, some work may have to be accomplished during evening or weekend hours.

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

TESTING

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

Test Procedures

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

- Test schedule

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

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

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

Acceptance Testing:
The Firm shall submit an ***Acceptance Test Plan*** that define testing and acceptance at the BCDCOG. The Plan shall be submitted to the BCDCOG for approval of the Plan. The Plan shall:

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

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

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

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

WARRANTY AND MAINTENANCE

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

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

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

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

Installation Warranty

The proposer warrants that all installation work and all System hardware and software furnished by the vendor including, but not limited to, all such work, and System hardware and software provided by subcontractors, suppliers, or other manufacturers, shall be of good quality and free of any defects or faulty materials and workmanship for a one-year warranty period. The vendor shall also warrant that all installation work and system hardware and software shall perform according to the specifications for the one-year warranty period.

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

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

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

Availability Targets System or Subsystem Availability Target

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

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

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

SELECTION CRITERIA

Method of Approach / 20 Points
Evaluation of the firm's proposed approach to the project, including the overall methodology, implementation plan, project schedule, and anticipated deliverables.

Proposed Solution and Functionality / 30 Points
Evaluation of the proposed solution's technical specifications, security, functionality, compatibility with existing equipment and systems, and ability to meet the requirements outlined in the Scope of Work.

Capability and Qualifications / 20 Points
Evaluation of the firm's qualifications, relevant experience, and technical expertise, including the qualifications of personnel and subcontractors assigned to the project. Particular consideration will be given to demonstrated experience successfully implementing similar systems for public transit agencies.

Cost Proposal / 30 Points
Proposers shall complete and submit the Cost Proposal Form provided with this RFP. Pricing shall include all costs necessary to implement, operate, and maintain the proposed system over the five (5) year contract period, including any required third-party services or integrations.

The Cost Proposal shall identify one-time implementation costs, annual system costs, transaction fees, and any other applicable charges. Proposers shall also provide pricing for the optional purchase, installation, and maintenance of additional fare validation equipment for CARTA and TriCounty Link throughout the five (5) year contract period.

INSTRUCTIONS & GENERAL CONDITIONS

A. Firms Responsibility

Firms shall fully acquaint itself with the conditions relating to the scope and restrictions attending the execution of the services under the conditions of the RFP. The failure or omission of a Firm to acquaint itself with the existing conditions shall in no way relieve it

of any obligation with respect to the proposal submitted by the Firm to any contract resulting from this RFP.

B. Duty to Inquire

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

C. Signature Requirements

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

D. Waiver

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

E. Revisions To RFP

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

F. Protest Procedures

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

G. Withdrawal of Proposal

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

H. Reserved Right

All firms are notified the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, BCDCOG reserves the right to terminate any RFP; any contract awarded hereunder or modifies any contract or this RFP accordingly.

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

I. Prohibited Interest

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

J. Notice to Proceed

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

K. Labor Provisions

South Carolina is a Right-to-Work state. The successful Firm shall be responsible for compliance with all applicable requirements of 49 USC § 5333(b).

L. Protest Procedures

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

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

M. Cost of Proposal Preparation

BCDCOG shall not be responsible for any cost or expenses incurred for preparation of the Proposal in response to this RFP. Firms shall not include such expenses as a part of

the price proposed. BCDCOG and the BCD Council of Governments shall be held harmless and free from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of any person or organization responding to this RFP. Costs related to Proposal preparation include, but shall not be limited to the following:

- Preparing proposals in response to this RFP.
- Negotiations with BCD Council of Governments on any matter related to this procurement.
- Costs associated with interviews, meetings, travel, or presentations.
- Other expenses incurred by a Firm prior to formal Notice to Proceed for any agreement.

Attachment A – Cost Proposal Form

Proposers shall complete the attached Cost Proposal Form and submit it as a separate Excel file from the technical proposal.

The technical proposal shall not contain any pricing information. All proposed costs and fees shall be included in the Cost Proposal Form.

Both the technical proposal and completed Cost Proposal Form shall be submitted as separate attachments in the same email by the proposal submission deadline.

- **Cost Proposal Mobile Ticketing and Electronic Fare Collection System.xlsx**

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

The following provisions are incorporated into the resulting federally assisted contract to the extent applicable under the governing FTA award, federal law, and regulation. Applicable provisions shall be flowed down to subcontractors as stated below. The signed solicitation certifications appear after the contract clauses.

1. Federal Requirements; Order of Precedence

The Contractor shall comply with all federal laws, regulations, executive orders, policies, and requirements applicable to the federally assisted contract, including applicable requirements of the Federal Transit Administration (FTA) Master Agreement incorporated into BCDCOG's applicable federal award, as they may be amended during the Contract term to the extent legally applicable. Applicable mandatory federal requirements control over conflicting contract terms. This provision does not waive any other contractual remedy.

The Contractor shall include applicable federal provisions in subcontracts and purchase orders at every tier when required by statute, regulation, the applicable federal award, or the provisions below. The Contractor remains responsible for its subcontractors' compliance. A general incorporation provision does not replace any specific clause or certification required by federal law.

2. No Federal Government Obligation to Third Parties

BCDCOG 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 Federal Government's express written consent, the Federal Government is not a party to the Contract and shall not be subject to obligations or liabilities to BCDCOG, the Contractor, or any other party pertaining to any matter arising from the Contract.

The Contractor shall include this provision in every subcontract financed in whole or in part with FTA assistance.

3. Program Fraud; False or Fraudulent Statements or Claims

The Contractor acknowledges that 31 U.S.C. chapter 38, the False Claims Act (31 U.S.C. §§ 3729–3733), 18 U.S.C. § 1001, 49 U.S.C. § 5323(l), and applicable implementing regulations may apply to statements, certifications, claims, and submissions made in connection with this Contract or the associated FTA-assisted project. The Contractor shall make truthful and accurate statements and submissions and shall not knowingly submit or cause submission of false, fictitious, or fraudulent information.

The Contractor shall flow down this requirement to all federally assisted subcontracts.

4. Records Retention; Access and Audit

The Contractor and its subcontractors shall maintain complete and readily accessible records pertinent to the Contract and its federal funding, including financial records, supporting documents, subcontract records, payment and transaction records, reports, and other records reasonably necessary to establish compliance. Records shall be preserved for at least three years from the applicable starting point under 2 CFR § 200.334, and longer if litigation, a claim, an audit finding, or an applicable grant requirement requires retention.

The Contractor shall provide BCDCOG, FTA, the U.S. Department of Transportation, the Comptroller General, and their authorized representatives with timely access to relevant records, personnel, systems, and sites of performance for inspection, examination, audit, and reproduction, as required by 2 CFR §

200.337 and the applicable FTA award. Confidentiality designations do not defeat lawful audit rights. This requirement shall flow down to subcontractors.

5. Civil Rights, Equal Opportunity and Accessibility
The Contractor shall comply with applicable federal civil-rights and nondiscrimination requirements governing federally assisted public transportation, including 49 U.S.C. § 5332; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.; and applicable implementing rules, including 49 CFR Parts 21, 27, 37, and 38, to the extent applicable to the work. The Contractor shall not discriminate in contract performance on any basis prohibited by applicable law.

The system, customer-facing features, equipment, training and support shall comply with all applicable accessibility obligations and the accessibility requirements of the SOW. The Contractor shall flow down applicable nondiscrimination and accessibility requirements to subcontractors.

6. Disadvantaged Business Enterprise (DBE) and Subcontractor Payments
The Contractor shall comply with 49 CFR Part 26, to the extent applicable. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in performing this Contract and shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure to do so is a material breach of Contract and may result in termination or other appropriate remedy, including the remedies permitted by 49 CFR § 26.13(b).

The Contractor shall pay subcontractors for satisfactory performance within the time required by 49 CFR § 26.29 and BCDCOG's applicable approved DBE program and payment terms, and shall promptly release retainage in accordance with those requirements. The Contractor shall not impose unauthorized retainage or payment conditions. Any shorter payment deadline established by BCDCOG or applicable law shall control.

If BCDCOG establishes a contract-specific DBE goal, the solicitation's goal, good-faith-efforts documentation, and committed DBE utilization requirements also apply. A listed DBE may not be terminated or substituted without BCDCOG's prior written consent where required by Part 26. This clause shall be included in subcontracts as applicable.

7. Debarment and Suspension
For a covered transaction under 2 CFR Parts 180 and 1200, including a contract or subcontract with an expected value of $25,000 or more, and other transactions covered irrespective of amount, the Contractor shall comply with the federal nonprocurement suspension and debarment rules. The Contractor shall not enter into a lower-tier covered transaction with a party that is suspended, debarred, declared ineligible, or voluntarily excluded unless an authorized federal exception applies.

Prior to award and before each covered lower-tier transaction, the Contractor shall verify exclusion status through SAM.gov, obtain an appropriate certification, or use another method permitted by the governing regulations; it shall retain evidence and promptly inform BCDCOG of any change in status. Flow down to lower-tier covered transactions.

8. Federal Tax Liability and Recent Felony Convictions
The Contractor represents, following reasonable inquiry, that it is eligible for award under the restrictions applicable to federal tax liability and recent felony convictions under FTA Master Agreement § 4(g) and DOT Order 4200.6 (as applicable to the governing award). The Contractor shall promptly advise

BCDCOG of any information that makes its representation inaccurate. The applicable signed representation is included in this appendix.

9. Prohibited Telecommunications and Video Surveillance Equipment or Services
The Contractor shall not use federal award funds to procure, obtain, 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, as prohibited by 2 CFR § 200.216 and section 889 of Public Law 115-232. The Contractor shall identify and disclose to BCDCOG any covered equipment or services in the proposed or delivered system, including validators, routers, wireless components, cloud-connected hardware, and subcontracted services, and shall not furnish prohibited components.

This prohibition shall flow down to federally funded subcontracts and purchases.

10. Domestic Preferences and Buy America
To the greatest extent practicable and consistent with law, the Contractor shall provide a preference for goods, products, and materials produced in the United States, as applicable under 2 CFR § 200.322 and Appendix II(L). The Contractor shall include applicable domestic preference requirements in subcontracts.

For any procurement of steel, iron, or manufactured products subject to FTA Buy America, the Contractor shall comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661 unless a statutory exception or applicable FTA waiver applies. For covered infrastructure projects, applicable Build America, Buy America requirements under 2 CFR Part 184 and the governing award also apply. Where procurement-specific certifications are required, the proposer must submit the applicable Buy America certification with its offer; BCDCOG will identify the applicable equipment categories and certification instructions in the solicitation.

Applicable FTA Buy America requirements are binding on any covered purchase under this contract, including covered optional fare validation hardware, unless a valid exception or waiver applies. BCDCOG will not issue an FTA-funded hardware order unless required Buy America compliance documentation is satisfied. Where the procurement meets the requirements of 49 CFR § 661.13, proposers shall submit the applicable signed certification under 49 CFR § 661.6 with their proposal; that certification is provided below. BCDCOG will determine whether any optional hardware acquisition triggers this requirement before issuing the solicitation. A proposal submitted without a required certification may be rejected as nonresponsive.

11. Termination for Cause and Convenience
BCDCOG may terminate all or part of the Contract for default by written notice describing the deficiency and giving the Contractor five business days to cure, or such longer period as BCDCOG specifies in writing, unless immediate termination is necessary due to a material security, safety, legal, or other urgent failure. Upon default, BCDCOG may pursue all lawful remedies, including reasonably incurred excess reprocurement costs, subject to the Contract's applicable limitations and governing law.

BCDCOG may terminate all or part of the Contract for convenience by written notice stating the effective date. On receipt, the Contractor shall stop affected work, avoid unnecessary cost, preserve BCDCOG-owned data and property, and perform reasonable transition assistance required by the Contract. BCDCOG shall pay for conforming work properly performed before the effective date and reasonable documented, unavoidable termination costs to the extent allowable under the Contract; it shall not owe

anticipated profit on unperformed work. The Contractor shall promptly deliver all BCDCOG data and completed deliverables for which payment is due.

This provision is subject to federal requirements and is applicable to contracts exceeding $10,000.

12. Remedies for Breach; Performance and Reimbursement
For contracts exceeding the applicable simplified acquisition threshold, the Contractor shall be responsible for damages and other appropriate administrative, contractual, or legal remedies for breach, including corrective action, termination, and monetary relief, subject to the Contract and governing law. BCDCOG reserves all remedies available at law or equity; nothing in this paragraph creates any right to an unauthorized federal payment or remedy.

13. Lobbying and Required Disclosure
For contracts exceeding $100,000, the Contractor shall comply with 31 U.S.C. § 1352 and 49 CFR Part 20. The proposer shall execute the Certification Regarding Lobbying included below and, if reportable non-federal lobbying funds were used or will be used, complete and submit Standard Form-LLL. The Contractor shall impose the applicable certification and disclosure requirements on lower-tier covered transactions.

14. Clean Air and Clean Water
For contracts and subcontracts exceeding $150,000, the Contractor shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. The Contractor shall report any violation to BCDCOG and shall include this requirement in applicable subcontracts exceeding $150,000.

15. Procurement of Recovered Materials
Where applicable under 2 CFR § 200.323, 40 CFR Part 247, and 2 CFR 200 Appendix II(J), the Contractor shall comply with federal recovered-materials procurement requirements for items designated by the Environmental Protection Agency, including providing required certifications or documentation if requested. These requirements apply only to covered products and transactions; no claim is made that ordinary software services are recovered-material products.

16. Notification of Fraud, Waste, Abuse and Material Legal Matters
For contracts over $100,000 and to the extent required by FTA Master Agreement § 39(b), the Contractor shall promptly report to BCDCOG and the U.S. DOT Office of Inspector General credible evidence of potential fraud, waste, abuse, or misconduct in connection with the federally assisted project, and shall cooperate with FTA and U.S. DOT reporting obligations. Contractor shall also give prompt written notice to BCDCOG of any legal matter materially affecting performance or the federal award.

17. Seat Belt Use and Distracted Driving
The Contractor shall adopt and promote policies and practices requiring employees and subcontractor personnel to use seat belts when operating or riding in vehicles equipped with seat belts during Contract performance and shall promote compliance with applicable seat belt laws. The Contractor shall adopt and enforce policies addressing distracted driving, including text messaging while driving when performing work under the Contract, consistent with applicable federal requirements and governing law. These practices shall be communicated to personnel and subcontractors working at transit facilities or in transit vehicles.

18. Intelligent Transportation Systems (ITS) Architecture and Standards

To the extent the work constitutes an ITS project subject to federal ITS architecture and standards requirements, the Contractor shall comply with applicable National ITS Architecture and regional ITS architecture policies and standards, including applicable requirements under 23 U.S.C. § 517(d) and FTA ITS policies, and shall provide interface and architecture documentation necessary to demonstrate compliance. This provision applies only to the extent required by the project's scope and funding conditions.

19. Energy Conservation
The Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in the applicable state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, to the extent applicable to the work.

20. Subcontracting and Continuing Compliance
The Contractor shall ensure that subcontractors, payment processors, integration partners, hardware suppliers, installation firms, and cloud service providers performing federally assisted work comply with the federal requirements applicable to their particular work, including record access, data security, debarment, nondiscrimination, prohibited telecommunications, and domestic preference requirements. Subcontracting does not reduce the Contractor's responsibilities to BCDCOG. Federal flow-down provisions shall be included verbatim where a statute or regulation requires specific text; otherwise substantively equivalent enforceable language may be used.

21. Cargo Preference
When equipment, materials, or commodities procured with federal assistance are transported by ocean vessel and the requirements of 46 U.S.C. § 55305 and 46 CFR Part 381 apply, the Contractor shall use privately owned United States-flag commercial vessels for at least 50 percent of the gross tonnage of equipment, materials, and commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) transported by ocean vessel, to the extent such vessels are available at fair and reasonable rates. The Contractor shall furnish required shipping documentation and insert the substance of this provision in applicable subcontracts. (46 CFR § 381.7).

22. Rights to Inventions
If the Contract is a covered funding agreement involving experimental, developmental, or research work with a small business or nonprofit organization, the Contractor shall comply with 37 CFR Part 401 and the standard patent rights clause at 37 CFR § 401.14, to the extent applicable; the clause shall be incorporated in applicable subcontracts. Routine software configuration and integration alone do not establish that this clause applies.

PROPOSER CERTIFICATIONS
Complete and submit each certification identified as required in the solicitation instructions. Do not submit both Buy America alternatives. A proposer must not assume that a missing required certification can be supplied after the submission deadline.

Certification 1 – Lobbying (Contracts over $100,000)
The undersigned certifies, to the best of their knowledge and belief, that: (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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award, extension, continuation, renewal, amendment, or modification of a 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 such influence, the undersigned shall complete and submit Standard Form-LLL in accordance with its instructions; and (3) the undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers 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 is a prerequisite imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to applicable statutory penalties.

Proposer legal name:	
Authorized representative:	
Signature:	
Title / date:	

Certification 2 – Suspension and Debarment (Covered Transactions)
The undersigned certifies that neither the proposer nor its principals are presently excluded or disqualified from participation in covered federal non-procurement transactions under 2 CFR Parts 180 and 1200. The proposer agrees to notify BCDCOG immediately if this statement becomes inaccurate and to comply with lower-tier verification and flow-down obligations. If the proposer cannot certify, it shall attach an explanation for BCDCOG review.

Proposer legal name:	
Authorized representative:	
Signature:	
Title / date:	

Certification 3 – Federal Tax Liability and Recent Federal Felony Convictions
The proposer represents that, after reasonable inquiry, it has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or lapsed, and that is not being paid in a timely manner pursuant to an agreement with the responsible tax authority; and that it has not been convicted of a felony criminal violation under Federal law within the preceding 24 months, except as disclosed in an attachment. The proposer shall promptly notify BCDCOG if this representation changes. This representation is subject to the applicable conditions of FTA Master Agreement § 4(g) and DOT Order 4200.6.

Proposer legal name:	
Authorized representative:	
Signature:	
Title / date:	

Certification 4 – Buy America (Only When Applicable to Covered Hardware)
BCDCOG must identify whether this certification applies to this procurement before release. For covered non-rolling-stock steel, iron, and manufactured products under 49 CFR § 661.6, a proposer shall select ONLY ONE alternative below and sign. If the hardware is classified as rolling stock or associated equipment, BCDCOG must instead provide the appropriate 49 CFR § 661.12 certification.

☐ CERTIFICATE OF COMPLIANCE: The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

☐ CERTIFICATE OF NON-COMPLIANCE: The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

Proposer legal name:	
Authorized representative:	
Signature:	
Title / date:	