



TRANSIT AUTHORITY

SAUGATUCK - DOUGLAS - SAUGATUCK TOWNSHIP
100 E Wiley Rd, P.O. Box 649, Douglas, MI 49406

Interurban Transit Authority

Request for Proposals for ITA Dispatch System

RFP # ITA Dispatch 2024-1

Section I

Direct Questions To: Phyllis Yff, Executive Director,
Interurban Transit Authority
pyff@saugatuckinterurban.org

Please direct questions via email by February 19, 2024

Date Issued: January 29, 2024

Proposal Due: February 29, 2024

Proposer Name: _____

Proposal Price: Do not enter price here, use Attachment B

Submit the original proposal to:

Phyllis Yff, Executive Director
Interurban Transit Authority
100 E Wiley Road, P.O. Box 649
Douglas, MI 49406

PROPOSER: READ AND COMPLETE

The undersigned certifies that he/she offers to furnish the materials and services in strict accordance with the requirements of this proposal including the specifications and Terms and Conditions that are attached; that the prices submitted are correct.

Company Name: _____ Federal ID # _____

Print Name and Title: _____

Signature

Date

SECTION II

BACKGROUND INFORMATION:

Interurban Transit Authority (hereafter referred to as “ITA”), is a small rural public transit system established on May 8, 1980 under the provisions of the Public Transportation Authority Act, Public Act 196 of 1986. ITA provides door to door public transit service for any person within Saugatuck, Douglas and Saugatuck Township. Our service days, times, and location frequencies are based on the needs of the community. ITA is a demand response service with buses running seven days a week with extended weekend hours in the summer. ITA does not subcontract out transportation services.

ITA uses non-electronic fare boxes for fare collection.

ITA provides roughly 70,000 passenger trips annually with a fleet of 8 vehicles of which all are wheel chair-accessible vans and buses with bike racks. A majority of these trips are booked the same day. ITA operates up to 5 demand response vehicles most of the year and on a few local holidays we run with 7 demand response vehicles. ITA is funded by a combination of federal and state grants, and local revenues from passenger fares, and local tax levies. During peak months ITA’s current rides per hour are 30; during off peak months 14 rides per hour. ITA provided a total of 68,252 trips in FY22-23 (97% of pre-pandemic trip totals).

ITA’s current CAD dispatching software has the following issues: 1. System is installed locally; 2. Experience many issues with Windows Surface tablets; 3. Cellular connectivity issues; 4. Software is difficult to use and requires many hours of training a new dispatcher. With the increased demands placed on the system, ITA is looking for ways to decrease call volumes, help dispatchers efficiently route and schedule calls all the while increasing services. While our dispatchers are skilled and knowledgeable, do an excellent job of determining which vehicle will do each trip, and make constant adjustments based on the weather and traffic, this job becomes more difficult as customer demand increases. ITA is looking to leverage new technologies to help put together effective schedules and increase communication effectiveness all while reducing human error.

ITA has 20 employees, which consist of an Executive Director, Office Manager/Dispatcher, Mechanic, Accounting Assistant, six Dispatchers/Drivers and 10 Drivers. There are no dedicated IT, HR, or Procurement staffers.

ITA currently uses AT&T FirstNet for cellular coverage. FirstNet is the nationwide public safety communications platform, services, and solutions dedicated to First Responders and those who support them. FirstNet uses all AT&T LTE spectrum bands and a special lane of connectivity called Band14— nationwide, high-quality spectrum specifically set aside for FirstNet.

Project Objectives

ITA seeks to replace/advance its current dispatch and operations software; and mobile software in our 8 vehicles with one software package to manage our on-demand service. This would include scheduling, dispatch, GPS, Automatic Vehicle Locater (AVL), mobile application, vehicle maintenance records, and

web portal technology for customer scheduling for door-to-door services. This project will be managed by ITA with a startup date of Monday, June 10, 2024, with a target completion date of October 30, 2024.

Minimum Mandatory Technical Requirements

All proposals will be reviewed for compliance with the minimum mandatory technical requirements. Proposals deemed non-responsive will be eliminated from further consideration.

1. Server Requirements: Application and Database servers reside in the “cloud” (online) and be managed and maintained remotely by the vendor. This system must be accessible by Windows-based systems or android tablets using cellular network speeds.
2. Network Configuration Requirements: ITA currently operates on a network using cellular service for vehicles and cabled internet in office.
3. Software must maintain compatibility when hardware and operating systems are updated.

Functional Requirements

To be considered for any award of this contract, the proposed dispatch system must be capable of the following minimum functional requirements:

A. Data Functional Requirements

1. Software must convert all existing data (MS SQL Server) with no loss of passenger information, including:
 - a) Name, address, phone number, Township, City & optional user-defined fields.
 - b) Passenger type (Youth, Student, Adult, Senior, Disabled, Senior Disabled) & user-defined fields.
 - c) Passenger ride requirements: (e.g., needs lift, walker, wheelchair, scooter or other mobility device).
 - d) Fares paid and fares owed.
 - e) Emergency Contact Information.
 - f) Passenger, trip, or stop notes.
 - g) Trip Purpose (Medical, School, Recreation, etc.)

The dispatch software must have the ability to send all passenger and stop information to a mobile data terminal (MDT) located inside the transit vehicle. This includes pick-up time and address, drop-off time and address, fare paid / fares owed, and passenger and stop notes.

2. The scheduling software must fully integrate with the AVL and MDT interface.
3. The system must be able to track or time-stamp changes from different dispatchers for any ride and be able to be viewed or printed by appropriate persons to track changes (auditing).
4. Geo coded addresses with search capability including address or any field within the program.

5. Geographical Information System, (GIS) capabilities to allow the user to have access to map views of the service area, individual routes or runs, street addresses or other user-defined zoom levels, and the ability to add and monitor geo-fences.
6. The AVL system must fully integrate with the GIS system working collaboratively with the dispatch system to provide navigational support to the transit vehicles, routes, stop addresses, and have the latest GPS technology with a maximum location error of 100 feet and provide real time data.
7. Ability to move mapping markers to pinpoint exact pickup or drop-off locations for drivers.
8. Ability to modify or augment map data to include the ability to block the use of streets or provide other changes that would help to direct drivers and provide more accurate schedules.
9. The software system shall support a passenger default address along with other pickup addresses.
10. Data must be transmitted to and from the vehicle and the channels must be adequate to allow transmission of data in real time.
11. Ability to re-receive any missed transmission if going through area with reduced cellular service.

B. Dispatch/ Scheduling Requirements

Software must include the following dispatch/scheduling capabilities:

1 Creation/Modification of Routes

- a) Automate the creation of daily vehicle routes for advanced-reservation transit service based on available fleet capacity, available drivers, and GPS mapping to maximize operating efficiency while allowing additions of non-advanced reservation callers.
- b) Must have the ability to optimize routes in real time to accommodate cancellations and demand-response requests while continuously maintaining peak operational efficiency.
- c) Allow dispatchers to manually modify trips and select the driver, vehicle, and route.
- d) Must be able to slow down algorithm on routing to allow for weather and other issues that might delay services. ITA has to navigate extreme weather such as snow, storms and wind. We are looking for a solution that will allow us to account/manage for weather, driver, traffic and vehicle issues.
- e) Must be able to customize load and unload times per passenger.
- f) Cancel groups of rides efficiently and undo, if necessary.
- g) Duplicate rides and automatically adjust return trip, as needed.
- h) Create standing rides with the ability to temporarily suspend and/or resume.
- i) Maintain standby list for denied trips and notify dispatchers when standby ride can be scheduled.

2. Notification Requirements

- a) Software should notify dispatch when vehicles are behind schedule and when drivers input passenger/trip changes into MDT (e.g., passenger no-shows).
- b) Notify dispatchers of passenger suspensions before ride is scheduled, with ability to override.
- c) Notify drivers of log changes, passengers owing fees and fares from prior rides, and changes to passenger profiles (e.g., address change since last trip).
- d) Send automated notifications to passengers via text message or phone call by default with

option to unsubscribe. Passenger notifications should include ride reminders the day prior, day of, and when vehicle is in-route; ride cancellation confirmations; and changes to pick up times. ITA has no preferred method, in order to keep costs down, vendor can make suggestions.

3. Other dispatch/scheduling requirements

- a) Dispatchers must be able to move easily between all major components of the system without having to exit, turn off, or minimize other major components.
- b) Customizable standardized color coding in different colors on the dispatch screen for cancels, no shows, open rides, or user defined if a passenger is on the bus or dropped off the bus, that can be hidden if not needed and reinstated if needed.
- c) Access to maps shall be one mouse click for dispatchers.
- d) Application allows for passenger suspensions due to excessive no-shows or other reasons deemed appropriate by the agency, and allows for dispatch staff to easily see customer suspension status.

C. Mobile Data Terminal (MDT) Requirements

ITA will provide android tablets as MDT's. Software package must include MDT capability for all vehicles in the fleet (currently 8). Vendor must include software/app and any applicable licenses for all vehicles.

- 1. Support text messaging between dispatch and the vehicle operator.
- 2. Once the MDT is turned on, it must display current odometer, drivers log/manifest, driver ID, and be able to transmit/receive messages.
- 3. The driver log/manifest on the MDT must be able to scroll through as many trips as necessary for the driver's daily route.
- 4. Record a pick-up, boarding and departure of passengers, flag a no show, input fare data and notify driver if the fare has already been paid, record drop off time, and pick up time.
- 5. Record pre-trip/post-trip inspection information.
- 6. Integrated mapping and turn-by-turn navigation.
- 7. MDT screen must be locked and not useable while in motion.
- 8. Ability to format on-site in the event of a purchase of a new terminal.

D. Reports/Auditing Requirements

Software must include the following reporting capabilities:

- 1. Generate reports based on pre-trip/post-trip records, passenger and vehicle trip data, passenger fare transactions, driver log validation, vehicle fuel usage data, maintenance schedules and history, and incident/accident reports; daily, weekly, monthly, quarterly and annually.

2. Offer templates for required Federal and State reports including National Transit Database (NTD) Report and Michigan Department of Transportation (MDOT) Operating Assistance Report.
3. Offer various billing options, including hourly, fare-based, service fees, and the ability to customize bills.
4. Software must be able to generate custom reports daily, weekly, monthly, quarterly and yearly; and add new reports as needed by transit staff without added cost.
5. All reports must be exportable to Microsoft Excel and as a PDF.

E. Customer Service Requirements

1. Vendor is responsible for supplying up to date maps on an as needed basis at a minimum semi-annually.
2. Offer 24/7/365 technical support via phone or email.
3. Vendor shall provide on-site training prior to the go live date.
4. Vendor shall be on-site for a minimum of 2 days of implementation.
5. Vendor must provide ongoing training and updates.

F. Payment Solution Requirements

ITA currently maintains a system in which customers/riders can deposit more than their fare into the farebox using cash or check and carry a credit balance on their account.

1. Recording prepaid fares to a rider and maintaining fare balance as rides are taken.
2. Ability for dispatchers and drivers to see the rider balance on the trip information.

G. Web Portal Technology- (Optional)

Software must include web portal technology that integrates with the dispatch software and allows individuals and groups to request rides for approval by Dispatch. This doesn't have to be a separate application from the on-demand phone application. Would be a requirement to work with all service models. At a minimum, the web portal must include the following features:

1. Individual user login.
2. Allows users to schedule trip reservations by date and time.
3. Allows users to schedule initial and return trips.
4. Accept passenger information (e.g., uses wheelchair or walker, carries portable oxygen, or is visually impaired) and if a personal attendant is going on the trip.

5. Allows users to search for addresses.
6. Allows users to confirm trip details before submission.
7. Notify dispatchers/schedulers of a pending ride request within 5 minutes.
8. Allow users to be notified of approvals, denials, or modifications.
9. Notify dispatchers/schedulers of fare collected and method of payment (e.g., cash, check, credit card, or pass).
10. Allow users to generate reports showing all submitted ride requests by location or user.

H. Mobility On Demand Application-Optional

ITA desires an on-demand phone application that would provide real-time vehicle location, allow riders to request trips, and offers customers convenience for door-door requests.

The Vendor is required to provide a general description of the mobility on demand product and how it will meet the requirements of this RFP. This section must address, at a minimum, the following items/features:

1. Compatibility with both Android and IOS.
2. Application must be available for free download.
3. Allow users to search for and book rides.
4. Display real-time vehicle locations and arrival predictions.
5. Provide number of seats available on the vehicle and/or match with the vehicle that can accommodate requested capacity.
6. Accept passenger information (e.g., uses wheelchair or walker, carries portable oxygen, or is visually impaired) and if a personal attendant is going on the trip.
7. Electronic payment system and ongoing costs incurred for payment processing.

I. Bus Maintenance Recording

Vendor's software should include ability to notify drivers if scheduled maintenance service is due and the ability to record a bus as not road worthy. Software access to the mechanic to record routine service along with other job orders performed.

Questions:

Questions about this RFP must be submitted in writing by email to pyff@saugatuckinterurban.org. Phone calls about the RFP or related issues will not be accepted. All questions and answers related to this RFP will be posted on our website at www.saugatuckinterurban.org and sent to vendors who were sent an RFP, or who have submitted questions or a proposal. All questions and/or comments must be received at least ten (10) working days prior to the proposal due date. Verbal comments are not part of this solicitation.

SECTION III**PROPOSAL CONTENT AND SUBMITTAL**

Submitted proposals must include:

Business Organization

State the full name and address of your organization and provide your organization's federal identification number. Identify principal personnel by name and qualifications.

Statement of Proposal: Provide a narrative statement of your proposal indicating, through the use of drawings, diagrams or other material the way in which you propose to satisfy the RFP requirements.

Prior Experience

Describe prior experience that would demonstrate your qualifications to perform this project. Include the name, address, and telephone number of three references for whom you have performed this type of work.

Proof of Insurance

Proposers must carry Workers' Compensation Insurance and adequate insurance to protect against all claims for property damage or personal injury arising out of performance of the work. Proof of insurance must be included with the proposal.

Price Proposal

The Attachment B - Price Proposal Form must be submitted with the proposal. A complete list of detailed, itemized costs related to the project/solution is required and must be attached to the Attachment B - Price Proposal Form. The ITA is exempt from Federal, State, and local taxes.

Proposal Submittal

This project is funded by the Federal Transit Administration (FTA) and the Michigan Department of Transportation (MDOT) and subject to federal and state guidelines. The federal requirements for this project are Materials and Supplies Less Than \$150,000 and are attached as Attachment A. A signed copy of page 1 of Attachment A and a signed copy of Attachment C, Certification of Compliance With Federal Contract Clauses must be included with the proposal. The selected firm may have to have a 3rd party subcontract approved by MDOT.

All organizations must **mail four (4) copies** of their proposals to: Interurban Transit Authority, ATTN: Phyllis Yff, P.O. Box 649, Douglas, MI 49406. Page 1 of the RFP must be signed in ink by an official of the submitting organization and included with the proposal. Proposals will remain valid for 120 days after the proposal due date.

Mailed proposals must be received by 5:00 p.m. EST on February 23, 2024. Late submissions will not be accepted. The ITA reserves the right to reject any and all proposals or postpone the due date for sound, documentable, business reasons.

Proposals may be withdrawn in writing at any time prior to the due date and time and may be resubmitted, with or without modifications, up to the due date and time.

SECTION IV

PROPOSAL EVALUATION FOR AWARD

All proposals will be evaluated by a Selection Committee consisting of the Executive Director, Trainer, Operator, and Office Manager. The Selection Committee may be assisted by other technical personnel as deemed appropriate for the purpose of selecting the proposer with whom a contract will be executed. Representatives from the firms in a competitive range may be invited to interview in person, by phone or by video conference with the Selection Committee before final selection is made. Original scoring of the non-price evaluation criteria may be modified based on the results of the interview.

ITA reserves the right to cancel the solicitation or reject any and all proposals in whole or part for sound, documentable business reasons. ITA reserves the right to waive any minor informalities or irregularities and to use whatever reasonable and prudent evaluation techniques it deems appropriate. ITA reserves the right to award to other than the lowest priced proposal and to select the proposal offering the Best Value to ITA.

The proposals will be evaluated using the selection criteria which are listed below in order of importance. Price is relatively less important than the other technical factors as a whole.

Proposal Content: Proposer's narrative statement will be evaluated on thoroughness and completeness.

Support: Proposer's inclusion of project management support, installation support, on-call support and training will be evaluated.

Price: Proposals will be evaluated using the following formula: lowest proposal price/price being evaluated x points possible. The Total Proposed Price on Attachment B will be the evaluated price but ITA may choose to not proceed with the options if deemed in its own best interests.

Prior Experience: Experience will be measured by experience on projects similar to that described in the scope of work.

PAYMENT TERMS

The prime contractor will complete the project and submit an invoice to the Interurban Transit Authority, 100 E Wiley Rd, P.O. Box 649, Douglas, MI 49406 in order to guarantee payment. No payment will be made until the ITA verifies that the project meets the RFP specifications. **All invoices shall be itemized.**

PROPOSAL PROTESTS

All protests shall be addressed in writing to the ITA. Protests about specifications must be received ten (10) days before the proposal due date. Post award protests must be received by ITA no later than five

(5) working days after notification to all proposers of the contract award decision. The ITA will review respond within ten (10) days of receiving the protest.

Proposal protests shall contain:

- a) The name and address of the protester
- b) Identification of the project
- c) A statement of the grounds for the protest and any supporting documentation. The grounds for protest shall be fully supported to the extent feasible. Additional materials in support of an initial protest may be permitted only at the sole discretion of the ITA.
- d) The relief desired of the ITA.

INDEMNITY PROVISIONS

The contractor shall indemnify, defend and hold harmless the ITA, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorney's fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- a) the product provided, performance of the work, duties, responsibilities, actions or omissions of the contractor
- b) breach by the contractor or any representation of warranty made by the contractor in the contract
- c) occurrences that the contractor is required to insure against as provided for in this contract
- d) death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage
- e) any claim, demand, action, citation or legal proceeding against the Agency, its employees and agents which results from an act or omission of the contractor or any of its subcontractors in its or their capacity as an employer or person.

ASSIGNMENT

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract.

ATTACHMENTS

Attachment A - Materials and Supplies less than \$150,000 Michigan Department of Transportation 3164 (6/22)

Attachment B - Price Proposal Form

Attachment C – Certification Of Compliance With Federal Contract Clauses 3039 (04/2023)

**MATERIALS AND SUPPLIES
LESS THAN \$150,000****GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)**

Applicability – all contracts more than \$25,000.

The Recipient agrees to the following:

1. It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://sam.gov/content/home> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://sam.gov/content/home> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
2. If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

CONTRACTOR / COMPANY NAME

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME		TITLE
SIGNATURE		DATE

FLY AMERICA REQUIREMENTS

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

CARGO PREFERENCE

Applicability – all contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall:

- a. Use privately owned US-Flag commercial vessels to ship at least 50% 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 US flag commercial vessels;
- b. Furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.);
- c. Include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

ENERGY CONSERVATION

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

ACCESS TO RECORDS AND REPORTS

Applicability – as shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)(1), which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) (1), which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. 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 contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11). FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

RECYCLED PRODUCTS

Applicability - all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

1. The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US. Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the

Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n) (1) on contractor, to the extent the US Government deems appropriate.

3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

Applicability – all contracts more than \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000.

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- g. Termination for Default (Transportation Services) if contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any

extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
 - I. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 - II. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall
 - I. Immediately discontinue all services affected (unless the notice directs otherwise), and
 - II. Deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If

termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

Applicability – when a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d

- et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. **Equal Employment Opportunity.** (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with 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. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) 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. § 2000e note,
- d. **Disadvantaged Business Enterprise.** To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 implement a DBE program approved by FTA, and 3 establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department

may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) 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, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,
- h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42

U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

- i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,
- j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

DISADVANTAGED BUSINESS ENTERPRISE

Applicability – contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

PROMPT PAYMENT

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract

receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

Applicability – all contracts of more than \$25,000.

- a. *FTA Interest.* FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- b. *Notification to FTA; Flow Down Requirement.* If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
 - 1) 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.
 - 2) 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, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - 3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient 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 between the Recipient and FTA, or an agreement involving a principle, officer, employee, agent, or Third Party Participant of the Recipient. 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 Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

Attachment B - Price Proposal Form
Request for Proposal (RFP) for ITA Dispatch System
RFP ITA Dispatch 2024-1

Proposal Price

(all software, hardware, and installation, and all first year costs including licensing, service & other fees associated with full, system functionality. It is reasonably anticipated Proposal Price will not exceed \$45,000)

\$ _____

Sum of Annual Costs for 2nd, 3rd and 4th years

\$ _____

(provide year by year breakdown in list of detailed, itemized costs)

Web Portal Technology Option

\$ _____

Mobility On Demand Application Option

\$ _____

Total Proposed Price

\$ _____

Explanation of fee schedule _____

A complete list of detailed, itemized proposal costs related to the project/solution is required and must be attached to Attachment B. The **Total Proposed Price** will be the evaluated price although ITA may choose to not proceed with the two options if deemed in its own best interest.

Firm Name: _____

Signer's Name and Title (Please print): _____

Signature

Date

Attachment C
**CERTIFICATION OF COMPLIANCE WITH
FEDERAL CONTRACT CLAUSES**

As required by Federal Transit Administration Circular FTA C 4220.1F Third-Party Contracting Guidance, Revision 4, March 18, 2013, and all subsequent editions, as available on FTA's website, www.fta.dot.gov.

To be used for all procurements over \$10,000 if the federal contract clauses are not included in a third-party contract. Not required for Requests for Quotes (a.k.a small purchases) for items purchased off-the-shelf.* Third-party contracts are required for procurements of \$100,000 or more.

(Vendor Name) acknowledges receipt of the **attached** contract clauses and
certifies compliance with all federal requirements for
(Product Description)
being purchased by (Transit Agency) under project authorization
(Authorization Number)

VENDOR REPRESENTATIVE	TITLE	
SIGNATURE (Vendor representative)		DATE

* "Off-the-shelf item" means an item produced and placed in stock by a contractor, or stocked by a distributor, before receiving orders or contracts for its sale, Federal Acquisition Regulation (FAR) 46.1-1, issued March 2005. Payment request letters should say when items are procured off-the-shelf. Suggested language is "These tires are off-the-shelf items purchased from Company A Tire who had the tires in stock." or "These tires are off-the-shelf items purchased from Company A Tire, who obtained them from Company B Wholesaling, who had the tires in stock."