

REQUEST FOR PROPOSALS

Automated Dispatch and Scheduling Software for Paratransit

Birmingham Regional Paratransit Consortium

Post Office Box 10386

Birmingham, Alabama 35202

(205) 325-8787

REQUEST FOR PROPOSALS

Automated Dispatch and Scheduling Software for Paratransit

SCHEDULE

RFP Issue Date:	September 29, 2019
Questions Due:	5:00 p.m. (CDT), October 13, 2019
Proposals Due:	5:00 p.m. (CDT), October 29, 2019
Consultant Interviews:	Will be scheduled if needed
Notice of Intent to Award:	November 12, 2019

QUESTIONS

All inquiries regarding this Request for Proposals should be directed to:

Owen Thomas, Innovation Manager

Telephone: (205) 325-8787, ext. 223

Email: othomas@clastran.com

SUBMISSION

One (1) unbound original Proposal signed in ink by a company official authorized to make a legal and binding offer plus four (4) hard copies of the Proposal (5 copies total) must be submitted in a sealed box or envelope and must be clearly marked "CLASTRAN D & S."

PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:

Shari Spencer, Interim Executive Director

Birmingham Regional Paratransit Consortium d/b/a ClasTran

Mailing Address: P.O. Box 10386, Birmingham, Alabama 35202

Delivery Address: 530 West Beacon Parkway, Suite 600, Birmingham, Alabama 35209

No proposal shall be received by facsimile or electronic mail

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED

RFP #: 2019-1
AUTOMATED DISPATCH AND SCHEDULING SOFTWARE FOR PARATRANSIT

September 29, 2018

Dear Service Provider:

ClasTran is now accepting Proposals for **Automated Dispatch and Scheduling Software for Paratransit**. The requirements for submitting a Proposal are stated in this Request for Proposals (the "RFP"). Please review them carefully.

An electronic copy of the RFP in PDF format may be obtained by going to ClasTran's website (www.clastran.com) and navigating to "Doing Business With ClasTran" or by contacting Owen Thomas at othomas@clastran.com.

All Proposals are due to ClasTran no later than October 29, 2019, at 5:00 p.m. (CDT). Proposals received after the deadline will be rejected.

One (1) unbound original Proposal signed in ink by a company official authorized to make a legal and binding offer plus four (4) hard copies of the Proposal (5 copies total) must be submitted in a sealed box or envelope and must be clearly marked "CLASTRAN D & S."

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RFP questions are due no later than October 13, 2019, at 5:00 p.m. (CDT). All questions must be submitted to Owen Thomas at othomas@clastran.com. Questions and answers shall be made available upon request and with no reference to any particular bidder on or before October 18, 2019. ClasTran is an equal opportunity purchaser.

Sincerely,

Owen Thomas
Innovation Manager, ClasTran

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1.0 Proposal Construction

1.1 General

The Scope of Services describes, from a functional standpoint, elements of the software and technology systems that would aid us in our daily mission of providing quality demand responsive service in an economical manner. It is our intent to provide proposers the opportunity to offer proven software products with little customization so as to meet our implementation schedule.

The specifications herein may not have addressed all functional elements of a particular vendor's software product/ITS technology. Such omissions are not intended to mean that we do not desire to have that functional element as part of the software or technology system(s) to be purchased under this procurement. A full- featured, functionally diverse software package is required.

All submitted proposals must adhere to the following guidelines:

1. Include a Letter of Transmittal signed by the person(s) with the authority to bind the offeror, to answer questions, or to provide clarification concerning submitted proposals;
2. Be prepared on 8 1/2" by 11" paper;
3. Include one (1) signed and four (additional) copies of bid submittal;
4. Optional: Include one (1) digital copy of bid submittal on USB flash drive or DVD data disc);
5. Address, completely and accurately, the specifications and submission requirements found in this Request for Proposal (RFP);
6. Include completed accurately filled-in forms contained in this Request for Proposal (RFP);
7. Be mailed to the stated address before the time and date for proposal submission; and
8. The bid proposal must be submitted on the attached bid proposal form and must be signed by an owner, officer or agent who has the authority to bind the proposer/bidder to the bid prices stated in said bid proposal.

1.1.1 Submission of Supplemental Material

Proposers (also referred to herein as bidders, vendors, and/or offerors) will be permitted to submit any additional information they consider relevant to the project scope of work and the project at hand. Such supplemental materials, if submitted, should be in addition to the proposal, not contained in the proposal itself. Notwithstanding the forgoing, the contract will be awarded on a "Best Value" evaluation to the responsible and responsive bidder meeting specifications, including but limited to, providing software that performs the functional elements required hereunder.

1.1.2 Minimum Requirements – Proposal Construction

At a minimum, each proposal should contain the following elements:

- ***Understanding of the Project*** - Based on information contained in this Request for Proposal (RFP), as well as information obtained in subsequent addenda, and the vendor's own experience with similar operations, the proposer should indicate, in written narrative, how the software or technology proposed will facilitate the system's goals for providing cost efficient, customer responsive, demand response transportation to the general public and clients participating in human service programs operated by us in the procurement.

Proposers should demonstrate a thorough understanding of major client transportation programs, such as Medicaid and Title III of the Older Americans Act. Proposers should indicate how their scheduling software system can work to improve the transit system's handling of various tasks associated with service delivery, including, but not necessarily limited to customer service functions, reservations, scheduling, dispatching, ADA compliance, billing, passenger tracking and statistics, reporting, and performance evaluation.

- **Software System/Technology Description** – Proposers should fully describe the software scheduling system being offered as part of this submission, along with any other ITS technologies the vendor may be proposing. Vendors should clearly state that the capabilities of each product and its suitability to the task of addressing scheduling software needs.

Proposers must list all software components or modules necessary to fully implement the project, including third party software necessary to complete the total installation (e.g., report generation software, SQL, back-up software, remote access software, etc.) required for a centralized solution. The software must be hosted in the cloud with a secure, reputable cloud computing platform (e.g., AWS, Google Cloud Platform, Microsoft Azure, etc.).

- **Implementation Plan** – Proposers should fully describe the proposed implementation plan, detailing all major milestones in the process. ClasTran requires that the proposed implementation plan will not interfere with operations during regular business hours. A proposed timeframe from notice-to-proceed through testing, de-bugging, and “live” operation should be developed as an integral part of this proposal. The implementation plan must clearly state the roles and responsibilities and the scheduling an integrated technology solution (scheduling software and MDTs). The software and ancillary equipment furnished hereunder must be tested, debugged, operating “live” and fully functional on or before March 1, 2020 and training completed by January 31, 2020.
- **Quality Assurance Plan** – Proposers should describe in detail their management strategies for overall quality assurance in the installation, start-up, and operation of the scheduling and dispatching system software. At a minimum, proposers should address:
 - **Project Management and Staffing** – Describe the proposed individuals and team approach used to successfully communicate with the project personnel at purchaser location. If contractors are used for any part of the installation, customization, or maintenance of the proposed software system, this element of your overall approach must be identified here. The vendor must designate one individual with complete control over all installations.
 - **Quality Control** – Describe steps and techniques employed by the proposer to ensure the integrity of databases (e.g., street networks, client databases, etc.) that may be required to be imported and/or converted for use in the proposed scheduling system.
 - **Maintenance, Support, and Upgrades** – Describe the proposer’s network of technical support during the project, focusing both on the critical initial implementation period as well as long-term operation. Describe procedures for rendering support, including the availability of technicians to provide on-site repairs and ability to remotely access, diagnose, and make necessary repairs. Technical support policies and pricing must be explained in detail and the amounts included in the bid proposal.
- **Training** – Proposers should provide a detailed schedule and course outline for the necessary training of the cooperative agency personnel on the proposed scheduling system software. Proposers should assume 20 individuals will participate in training. This section of the proposal should identify the training course content, the number of courses required, and type of training (classroom, hands-on, etc.) that will be provided, the length of the training session, etc. Proposers should indicate when the training should be provided in the context of the overall implementation time schedule provided above in the implementation plan. Qualifications of the staff providing the training should be listed. The cost of training assuming class room training for 20 individuals and a minimum of 10 training sessions per class lasting a total of 40 hours (aggregate for all class room training provided by the bidder) and a minimum of 40 hours of hands on training for individual employees (aggregate hours for said hands on training) must also be included in the bid proposal.

- **Experience** – Proposers should provide a corporate profile indicating their qualifications to provide the required software, technology, and technical support necessary to achieve objectives for the project. A separate list of the proposers last ten (10) installations, along with a project contact, address, telephone, facsimile number, email, and mail address must be provided.

Required Forms and Certifications – The proposer must indicate its compliance with applicable federal and state laws, statutes, and regulations.

1.1.3 Cost Proposal

- A. Cost Proposal Format – each bidder must complete and submit the attached bid proposal form.
- B. Costs that must be included in the bid proposal form:

Identify the following items as part of its base cost proposal. Each item must be listed separately:

- Software Purchase/License Costs – The cost of supplying and installing the software solution onto 17 workstations and user licenses must be included in the bid proposal.
- On-Site Costs – All supplemental costs associated with user assessment, installation, database conversion, etc., must be included in the software/license price above. Price proposals must include labor and travel costs.
- Data Acquisition and Conversion Costs – If the proposer must acquire databases, street maps, or other items necessary to support installation, these costs must be included in the bid proposal.
- WE intend to purchase the Mobile Data Terminal Hardware. The proposer shall provide as an option the cost for 55 Mobile Data Terminal units and any required accessories. All related installation hardware must also be included in the bid proposal.
- Related Third Party Software Costs – All other software necessary to operate the scheduling system, electronic fare collection, or to support maintenance of the system recommended by the vendor must be identified. All such products must be included in the bid proposal.
- Training Costs – Proposals must identify the labor, materials, and travel costs associated with all required training and the cost of said training must be included in the bid proposal based on the above specified minimum requirements.
- Hosting Costs – If the proposed software solution will involve third party hosting solutions, then all such hosting costs that will be borne by the purchaser must be included in the bid proposal form.
- Software will be utilized at multiple locations. Identify additional costs, if any, associated with running at multiple locations.
- One-Year Maintenance and Support – One-year maintenance and technical support price shall be included in the base bid proposal. Alternatives for maintenance for subsequent years should also be included. The “Board” will determine the “Best Value” bid based on the base bid plus any alternate or alternates in the Board’s sole and absolute discretion.
- Other Costs – Any other costs not identified above that are integral to the implementation of the proposed scheduling system should be identified and the cost included in the bid proposal.

C. Costs Beyond Initial Installation

Vendors should identify on-going costs associated with the implementation of its proposed technology solutions beyond initial installation (Year 1) as alternates.

- *Maintenance, Support and Upgrade Costs After One (1) Year* – Proposers should identify costs

to us to secure a maintenance and support contract for 5 additional years (i.e., second through fifth years) of operation. The proposer's policy for acquisition of future upgrades should be included in the alternative bid amounts on the bid proposal form.

D. Computer Hardware Costs

Proposers are responsible for providing information on the IT infrastructure resources that will be necessary for the transit system to implement the vendor's proposed technology solution. This may include, but not necessarily be limited to:

- Workstation specifications (e.g., minimum configuration necessary to support optimal operation of installed vendor products, including operating system, RAM, processor speed, hard drive size, etc.);
- Telecommunication;
- Other infrastructure, as necessary.
- We will be responsible for all computer hardware (workstations, routers/hubs network infrastructure) acquisition necessary to support the vendor's software/technology solutions. Accordingly, bidders should not include these costs in their bid proposals. Vendors are asked to submit "minimum," "recommended," and "optimal" hardware configurations

1.2 Evaluation, Award, and Contract

1.2.1 Evaluation Process

A prerequisite for award is that the offeror must be responsible and must submit a responsive offer. To be responsible means the offeror has the requisite business integrity, as well as financial and organizational capabilities, to ensure good-faith performance and has demonstrated proven success performing projects that are similar in size, scope and complexity. To be responsive an offer must conform to the criteria described in the Request for Proposal (RFP) including but not limited to all of the above stated required cost information being included in the bid proposal. Award will be granted to the lowest cost proposer/bidder received from a responsible and responsive bidder.

1.2.2 Evaluation Criteria

ClasTran will grade the proposals according to the following to the criteria:

- Understanding of the project and requirements – 20%
- Ability to meet the required technical specifications – 25%
- Firm experience with related projects – 15%
- Service and ongoing support provided with project – 20%
- Ability for chosen solution to expand with ClasTran's needs in the future – 10%
- Price comparison – 10%

1.2.3 Notice of Award

A. Notification Process

It is anticipated that we will issue the notice of award to the successful bidder in approximately 10 days from the bid due date. Notwithstanding the forgoing, each bidder agrees that the amounts specified in its bid shall remain in full force and effect for 120 days following the bid opening. No Bidder shall modify, withdraw, or cancel its bid, or any part thereof, for 90 days after said bid due date, and no attempted modification, withdrawal, or cancellation shall be valid.

1.2.4 Notice to Proceed

The schedule for contract execution after Notice of Award will be determined by us. Adequate time after Notice of Award must be permitted in order to allow us to acquire necessary workstations or other required network infrastructure to support implementation of the selected ITS technologies.

1.3 Proposal Summary

1.3.2 Procurement Schedule

Notice to bidders published: September 29, 2019

Notice of Award (anticipated date): November 12, 2019

Successful bidder entering Contract for the project work: Software fully operational: March 1, 2020

Training completed: January 31, 2020

2.0 Technical Specifications

2.1 General Overview

ClasTran is seeking bids for a modern software solution for the management of demand response transportation. It can be securely accessed via standard web browsers and should incorporate industry-leading tools to effectively monitor operational processes and resources. The selected Proposal will be for intuitive, easy to use GIS-based scheduling and dispatch software that accurately selects the most appropriate vehicle/run to place reservations using a batch scheduling process that improves overall on-time performance. ClasTran must also have the option of purchasing Mobile Data Computers or Tablets as a part of this project.

The selected software is expected to provide the capability to automate real time scheduling functions while increasing the efficiency (on average 20%-40%) of service, increasing the accuracy of data, and reducing time spent on administrative and reporting activities. The basic program features should include client registration, scheduling, dispatching, trip brokering, verification, invoicing, reporting, geo-coding, mapping, eliminate paper manifests, and reduce the number of routes and vehicles needed to maintain service levels. Customers and their caregivers shall have the option of scheduling trips in a web-hosted and/or app-based portal. The system shall include on-time performance and ridership information. The system shall also provide turn-by-turn directions, calculate drive time and mileage, and visually display vehicles, trips and routes. An open architecture is required to enable future integration with add-on technologies.

The Proposals must successfully address the software requirements outlined in this document. The software should generate statistics which enable the user to determine the schedule's efficiency. Real-time optimization allows for the most efficient scheduling and reporting approach. ClasTran shall have the ability to accept or reject the entire proposed schedule or portions of the schedule in addition to providing live updates to the drivers. Users shall have the ability to auto-schedule trips that may run late through the use of the software's automated alternate route placement options. Another desired function is to have the ability to re-optimize the same day at a designated point of the day, based on same day cancellations and route changes. They system shall have the ability to track the various performance metrics for drivers. The solution shall have the ability to optimize schedule in real time. The real-time automatic vehicle locator (AVL) will assist in optimizing management of the fleet and managing the speed history of vehicles.

The software that ClasTran is seeking should guard against the occurrences of ADA denials. The software shall ensure that there are zero denials and that a viable solution to provide customers with the scheduled pickup times even when capacity constraints are reached. The software shall have the functionality to manage daily changes proactively, as well as managing vehicle capacity as trip demands change. The software shall respond automatically to road conditions such as traffic congestion, weather, and vehicle breakdowns. Ideally, the software will include a method of providing updates to customers via mobile app notifications or automated mass voice or text messages.

The solution that ClasTran is seeking should provide an integrated account-based electronic fare collection (EFC) system, as ClasTran seeks to reduce its current dependence on cash and paper tickets. Ideally, this would be an open loop EFC system to support multiple payment methods including, but not limited to, NFC-enabled fare cards, credit/debit cards, mobile devices, etc.; however, ClasTran is willing to consider alternatives (e.g., a fully integrated closed loop EFC system, QR code or barcode validation, etc.) with the expectation that the software provider plans to provide an open loop, NFC-enabled EFC system in the future and/or, at a minimum, currently supports integration with third-party EFC systems and can recommend a list of vendors. The account-based EFC system should support integration with ClasTran's website and provide a ClasTran-branded mobile app, which customers and their caregivers can use to load funds into their respective accounts.

ClasTran is also interested in the possibility of utilizing an interactive voice response (IVR) system for certain

functions, such as cancelling trips or providing ETA information for customers. If the software provides or supports these features, please include the cost information as an additional option to the Proposal and/or provide a list of recommended service providers.

ClasTran requires standardized reports. These reports should lend ClasTran with features that would allow for reporting to local, state, and federal governing bodies. These reports should be geared to provide information required for completing the National Transit Data audit and report. Export capabilities are an important feature which must be available when utilizing reports. The reports shall also be instrumental in ClasTran's ability to gain information on operational efficiencies of the service and schedules. ClasTran requires the ability to have customized reports developed. Users shall have the ability (through either the standardized reports or through customization) to run reports which shall be geared towards providing extensive trip data, AVL information, driver efficiencies, and no-show reports. There shall be various user guides including, but not limited to, dispatch and driver user guides.

2.2 Scheduling and Dispatching Software Systems – Technical Specifications

The successful software solution will contain the following elements:

2.2.1 Client Database

A. Build New Client Database Files

The selected proposer, as soon as practical after notice to proceed from ClasTran shall be responsible for providing a data "template" in order for staff to begin compilation of information necessary to complete the client database elements required for use in scheduling, trip assignment, and reporting.

B. Data Conversion of Existing Client Database

The selected proposer, as soon as practical after notice to proceed, will evaluate current client database and develop appropriate data conversion process that converts existing client information into a compatible format for use in the scheduling and dispatching software solution.

C. Database Attributes

Client database shall be capable of providing a full range of data elements for each client in the system. Information shall include full identification including gender, address, contact details, third party/emergency contacts, disability status, trip purpose (e.g., medical, nutrition, etc.) mobility aides used, dispatch notes, manifest notes, administrative notes, required accommodations, caregiver, language spoken by client, program affiliation, payment account information, and third-party contract payee options. Additionally, system shall permit assignment of various demographic codes, such as elderly, youth, etc.

D. System shall be capable of tracking trip purpose for each trip with user customization possible in terms of defining various trip purposes.

E. ClasTran may define the required fields and dictate the format for data to populate the client database fields. Vendor shall be responsible for providing a fully functional client file suitable to transit system needs.

2.2.2 Client Database Functionality

A. Customer Look-Up

The customer database shall provide functionality to allow customer service agents to readily look-up client records for edit, trip-booking, etc. Search capabilities should be based on customer name, identification number, and phone number, or similar characteristic. When looking up a customer, auto-complete features are desirable to minimize user input (e.g., search by last four digits of phone number).

B. New Client Entry/Customer Edits

System shall be capable of registering new clients, capturing information about addresses, disability type, space requirement, load/unload time, fares, payment options, eligibility conditions, funding sources, etc. while a customer service agent has the new customer on the telephone.

System shall permit edit of all fields in a customer records in a real-time basis and shall permit suspensions

(temporary) of service.

C. Client Details

System shall be capable of recording and displaying trip history details specific to each client, such as recent trip dates, trip origins, or trip destinations, and option to view full trip history.

System must have the ability to capture information on trip cancellations and no-shows specific to individual customers.

2.2.3 GIS and Mapping Functions

A. General

ClasTran requires that vendor offerings provide GIS functionality in the software product offered.

Mapping capabilities and the dispatcher's abilities to identify approximate current locations, based on last known point in the schedule, is essential.

B. Service Area

ClasTran requires that the service area boundary be readily identifiable and graphic or query functionality must be present to determine if requested trip origins and destinations are within the service area.

C. GIS Functionality.

The software must incorporate GIS capabilities and allow user access to map views of the service area; individual routes or runs, and/or bus stops; specific street address; or other specified user-defined zoom levels. Panning/zooming shall be incorporated into the mapping capabilities.

In addition to providing support to the software's primary scheduling and customer information functions, the GIS functionality of the proposed software must support other GIS analyses. The software must be capable of:

- printing/producing camera ready printed output
- providing geographically based query functions

D. Export of Map Data

System shall be capable of exporting data and graphic images to other software platforms. If the software is limited to basic mapping functions, then data shall be exportable to standard GIS software (*e.g.*, ESRI mapping products) enabling external GIS analyses. System shall be capable of printing maps to system printers or other devices (plotters, etc.).

E. Map Features and Attributes

Access to maps must be seamless from within the scheduling software (*e.g.*, user should be able to generate map with single mouse click or menu selection).

Base maps must contain current attributes on street segments, addressing, speed limits, current traffic conditions, etc. Vendor shall be responsible for supplying a fully up-to-date map complete with all attributes necessary for point-to-point scheduling using street level routing geography including route zones. Street network shall permit definition of segment characteristics, such as speed limits, one-way direction, etc.

System shall provide methods of allowing user editing of the base map to add new streets, change municipal boundaries, define incomplete address ranges, etc.

GIS functionality shall include ability to develop overlays or coverages of municipal boundaries and other key geographies.

GIS functionality shall include ability to define service-based zones, such as fare zones, etc. This is critical functionality that must be provided.

System shall permit definition and display of physical features that act as barriers to transportation.

System shall be capable of defining and displaying point files, indicating system time points, bus stops, major

intersections, major transfer points, and major destinations of travel, or other points of interest.

F. Geocoding

Service area map shall contain definitions of street segment name and address ranges. System shall have full geocoding capability allowing ClasTran to enter an address and locate the address on the map. System shall be capable of handling various abbreviations of names (*e.g.*, St. for Street, etc.) in the geocoding process.

System shall permit manual assignment of x- and y- coordinates in the event an address cannot be geocoded based on existing map address range attributes.

G. Distance Computation

System shall have the capability to use street level GIS map data speed to calculate driving and length duration during the scheduling process. System will also have the capability to use the street GIS level map data to identify one-way street information and current traffic conditions while calculating drive length and duration.

H. Graphical Display of Trips/Tours

For any trip reservation, system shall be capable of providing, using the GIS capabilities of the software, a map image of the trip origin and/or destination.

Trip data shall be compatible for viewing and integration with Google Maps.

2.2.4 Trip Reservations

A. Real Time Trip Details Entry

System shall permit trip booking while transit personnel are on the phone with the client/customer. System must be capable of processing both subscription (standing order) and demand response trips in this manner. System shall be capable of processing, scheduling and dispatch same day trip orders without the need to manual intervention from users.

System shall permit reservation staff to access client records by entering client last name, telephone number, or other ID number. Typical protocols involve booking trips using client last name. Additional details must be available to the customer service agent in order to distinguish between customers with the same last name. System will have the capability to automatically populate the reservation screen with the customer data, including commonly used locations, mobility device, eligibility, PCA, etc. after the individual has been identified.

Pop-up windows or list boxes shall be used to display lists of clients for easy access and selection. Once selected, pertinent data from the client database file shall be accessible to the reservation clerk, either through on-screen display or pop-up window.

B. Default and Common Pick-Up Address

System shall default to the client's home address as the pick-up location. System shall provide ability to enter alternative addresses through key stroke entry or through use of list boxes of alternative pick-up addresses associated with that client (*e.g.*, common travel destinations of that customer). Ability to add points of interest (POIs) for each individual customer or for the system as a whole.

C. Client Trip Destinations

System shall be capable of displaying, through pop-up window, list box, or similar alternative, a list of most frequent client travel destinations and/or recent destinations of travel for easy insertion into the destination field. User must be able to select destination from these fields and populate trip destination fields through this selection process.

D. Trip Reversals

System shall be capable of automatically generating trip reversals or booking the return trip from the originating trip destination to trip origin.

E. Pick-Up Time, Appointment Time, and Allowances

System shall be capable of scheduling based on requested pick-up time or customer appointment time and shall take into account appropriate travel time to ensure on-time arrival at a destination.

System shall be capable of incorporating a user-specified policy on pick-up time negotiation with the client. System must be capable of incorporating multiple policies.

F. Advance Reservations

System shall be capable of accepting trip reservations for a period of at least up to 30 days in advance of the requested trip date.

G. Standing Order Trip Entry

System shall be capable of accepting standing orders. System shall permit day of the week type travel dates and monthly calendar-based travel dates, (e.g., first and third Wednesday of each month).

System shall be capable setting finite limits on the length of subscription orders. Systems shall permit transit personnel to “turn off,” on a temporary basis, a client’s standing order. System shall permit entry of both a start date and end date of the time period when the client will not take the standing order trip.

H. Trip Reservation Editing

System shall provide means for a customer service representative to easily and quickly access existing trip reservations for the client in order to edit travel destination, trip dates, and/or travel times.

System shall permit cancellation of any trip in the system in advance consistent with defined system policies on trip cancellations. System shall maintain a cancellation record, by client, to facilitate system management of sanctions for excessive customer abuse of cancellation policies.

I. Suspended Service

System shall be capable of temporarily suspending a client’s eligibility for service. System shall permit entry of both a start date and end date of the time period when the client’s ridership privileges are suspended. During this period, system shall not permit trip booking. System shall have provisions, in the event an individual customer’s service is temporarily or permanently suspended, to display a warning alert or physically block a reservation agent from booking a suspended client’s trip.

J. Personal Care Attendants, Companions, and Escorts

System shall be capable, during the course of the reservation entry process, of allowing customer service agents to add personal care attendants and companions to the trip order.

K. Fare Computation

System, at the conclusion of trip booking, shall provide a confirmation of the booking with fare(s) and any processing fees to be paid by the user(s), escorts, and/or companion.

L. Trip Cancellation

System shall provide methods to enable customer service agents to easily retrieve an existing trip reservation and, upon customer request, cancel the reservation. System shall provide various trip codes to document the reason for the cancellation (e.g., “cancelled on customer request” etc.).

2.2.5 Scheduling

- A. System shall have capability to perform fully automated scheduling, either in batch mode or in the scheduling of individual trips. The system shall provide dispatchers with web-based tools to proactively manage OTP, no-shows, cancellations, subscriptions and late trips. The system shall automatically send updates of the dispatched trips to the MDT’s. The web-based tools provided will allow managers/supervisors to monitor their driver’s performance in real-time. The system shall optimize same day trip orders with advance trip orders and automatically send updates to the MDTs. The scheduling process shall be completely automated and have a proven capability to function without a scheduling position initiating the scheduling. The automated scheduling process shall continuously look to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions, traffic & road conditions, driver performance, etc.

B. Automated Batch Scheduling

System shall be capable of scheduling, in batch mode on a next-day basis, all reservations for a designated travel day. Scheduling shall be based on the actual street network in the service area (e.g., actual x- and y- coordinates and/or zones, parameters associated with network segments as established in the GIS system, physical barriers, speed parameters, traffic conditions, time of day, and appropriate dwell times for the boarding and alighting of passengers).

C. Subscription Trips

System shall permit the establishment of base runs or subscription templates based on existing standing orders. System shall be capable of evaluating base runs in order to optimize run in terms of least distance and travel time, based on network factors.

D. Unscheduled Trips

System shall permit trips to be placed in the system schedule but remain unassigned to a specific run. This can be accomplished through a user manual setting of the trip to "unassigned" or "will-call" category or similar means.

System shall be capable of permitting manual insertion of such trips into the schedule, with automatic dynamic updating of the remaining scheduled pick-ups and drop-offs on the run.

E. Same Day Trip Orders

System shall be capable of taking trip orders on a same day basis and dynamically scheduling the trip into existing schedules. System shall consider existing path of route travel, existing customer assigned trips, and system policies on travel and pick up time windows in making the scheduling assignment. If system is capable of producing multiple solutions to the trip assignment, priorities, expressed on some type of score or other method, it shall show the best possible choice of assignment as the default selection.

When a same day order is accepted and assigned to a run (or unassigned run is assigned to a run), it is imperative that the system shall be capable of dynamically updating the remaining scheduled pick-ups and drop-offs on the run's schedule.

2.2.6 Schedule

A. Service Zones

System shall be capable of producing schedules, by run, in chronological order or by sequential run number, indicating projected arrival time of system vehicles at each origin and destination.

Schedules must be developed on zones or counties, based on user specified service zones. System must be capable of recognizing geographic zones and assign trips to the proper zone when systems serve multiple counties with dedicated vehicles and staff.

B. Display

Once generated, system shall be able to display all schedules for all runs on a given day. Display shall contain all pertinent run data and contain necessary menu and edit tools to provide manual adjustments, as necessary, to the scheduled runs.

C. Validation/Violations

System shall have internal validation controls to ensure that schedules do not violate schedule and work rules. Additionally, system shall have capacity to evaluate overall travel time for individual passengers to ensure that system travel time limitations are not exceeded.

System shall be capable of generating or identifying trips that violate system parameters so that staff can attempt to remedy the violation.

D. Manual Override

System shall provide the capability of certain scheduling staff (e.g., supervisors, managers, etc.) to manually move trips after schedule development. When such overrides are made, the system shall record and timestamp the override action in the trip record (or in an associated database) in order to provide a historical account of changes to

the original (booked) reservation.

E. Labor Rules

System shall be capable of scheduling trips to established runs taking into account system labor rules on work hours, breaks, and employee work hours.

F. Vehicle Assignment

In assigning passengers to vehicles and/or vehicles to system runs, system shall be capable of recognizing the need for accessible vehicles, vehicle capacity, etc., in making said assignments. System shall have the capability of assigning vehicles to zones or counties.

G. Editing Schedules

System shall be capable of adding trips to a previously generated schedules or re-assigning trips from one run to another in dynamic fashion.

System shall be capable of evaluating individual trip parameters and select runs that best satisfy the requirements of the reservation while maintaining the integrity of existing reservations on the same run. If system generates a range of alternatives, system shall present alternatives in rank order with the highest ranked alternative indicating the "best" selection. The best selection will be chosen based on vehicle GPS of current vehicles on the road (in the case of same day trips) and the information of other trips currently within the schedule for the time that the trip in question is being booked.

H. Dynamic Update of All Schedules

Anytime a schedule is edited, the system must be capable of updating the schedules of all other impacted trips so all previously scheduled trips must remain on time, not violate travel time rules, etc. The scheduling process must be completely automated and have the capability to function without a scheduling position initiating the scheduled. The automated scheduling process must continuously be looking to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions or driver performance. The system must optimize same day trip orders with advance trip orders and automatically send updates to the MDTs.

I. Unscheduled Trips

If the system cannot schedule all orders for the day of travel being scheduled, then the system shall be capable of displaying all such trips in its own dataset so that staff may consider manual overrides to the schedule and/or assignment of the trip.

J. GIS Display of Schedules

Once trips are assigned to a scheduled run, the system shall be capable of graphically displaying, on the GIS system, the sequence of pick-ups, drop-offs, and route path for the run.

2.2.7 Dispatching

A. Access to Dispatch Information

Systems shall allow dispatchers access to run itineraries based on run number, vehicle number, client name, or last four digits of client's phone number. System shall be capable of displaying the run number, number of passengers on the run, scheduled arrival time, estimated time of arrival and any special circumstances. Information displays must associate with the time of day (e.g., 10:00 a.m. events are displayed at the top of the list window when the dispatcher makes queries at 10:00 a.m.).

B. Driver Assignment

System shall be capable of assigning drivers to runs. System shall take into account driver work schedules, qualifications, and other factors to ensure compliance with system policies.

C. Vehicle Assignment

System shall be capable of assigning vehicles to scheduled runs taking into account mobility needs of customers assigned to the run, thereby ensuring sufficient wheelchair capacity at all times.

Dynamic updating of assigned vehicles must be possible in order to take into account vehicles pulled from service due to mechanical failure, lift failure, or other failure event found during the driver's pre-trip inspection.

D. Cancellations/No-Shows

System shall be capable of allowing dispatchers to process late cancellations (cancellations received after system policy time) and no-shows.

E. Same Day Reservation Changes/Add-Ons

System shall be capable of automatically displaying to the dispatcher/scheduler cancellations, same day reservations, and will-call return trips waiting for vehicle assignment (*e.g.*, trips/reservations made but not yet assigned/scheduled).

F. Removal of Vehicles from Service

If the dispatcher is advised that a vehicle is not fit for service, system shall be capable of programming a vehicle substitution on the affected run(s).

2.2.8 Cloud Hosting

System must be cloud-hosted on a secure, reputable cloud computing platform and be fully functional on both Windows and macOS operating systems.

2.2.9 Electronic Fare Collection

System must provide, or at a minimum support, an integrated, account-based electronic fare collection (EFC) system. If the software alone cannot meet this requirement, it must be able to integrate with third-party hardware/software to implement a fully functional account-based EFC system, and the vendor should provide a list of recommended vendors. System must be able to accurately calculate fares based on multiple factors including, but not limited to, geo-location, trip distance, agency, trip purpose, applicable processing fees, etc. The EFC system should integrate with ClasTran's website and provide a ClasTran-branded mobile app, which customers and their caregivers can use to load funds into their respective accounts.

2.2.10 System Parameters

System shall have capability for user specified settings that govern the scheduling process (*e.g.*, average speed; dwell times; load times; etc.).

Vendors should specify the range of parameters that can be user set and how the vendor will assist the transit system in the initial setting of these parameters to ensure maximum scheduling efficiency in daily operations.

2.2.11 Data Ownership, Retention, and Access

All system data shall be owned by ClasTran, with the rights and ability to access all data, export it to other applications, and allow access to third parties for integration purposes on a perpetual royalty-free basis. ClasTran shall be able to upload/download as much data as desired in transactions with the system. The vendor shall not apply any usage restriction or fee. The vendor shall not modify the data structure without the consent of ClasTran. For any ClasTran-approved modification to the data structure, ClasTran shall be given notice 60 days in advance, in order to make corresponding accommodations/modifications. The vendor shall provide a comprehensive data archive, backup, and recovery plan and the services, equipment, and systems necessary to implement that plan. Historical data shall be stored in a larger database. The database shall retain and allow access to historical data for at least five (5) years from the date of upload.

2.2.12 Report

A. Standard Reports

Software shall be capable of generating a range of management and service reports necessary to permit sufficient oversight of the paratransit service. Software will also provide reports that meet NTD and state requirements. The software system shall support real time web based operational supervision and on time performance reporting. All reports can be run on demand and exportable into csv, pdf, excel, word, etc.

System shall also have the ability to run a certain report or reports on a set schedule and delivered to an email

address in a particular format, i.e. monthly reports on revenue, dead head hours, miles, and ridership totals, etc. sent to the user's email address.

B. Ad-Hoc Reports

System shall be capable of permitting the user to create, format, and print user-defined reports based on any data element contained in the database. Vendor must be willing to aid ClasTran in creating ad-hoc reports.

2.2.13 Hardware

System must be offeror or third-party hosted and may not require hardware or software installation on ClasTran's servers.

Vendor, as soon as practical after notice to proceed, shall provide a complete list of technical specifications for (17) workstations that will generate best performance in the software's runtime environment.

2.3 Mobile Data Terminals/AVL Functionality

ClasTran seeks additional ITS technology deployment by supplying and installing 55 new Mobile Data Terminals on-board system vehicles. It is the intent of this specification to ensure any products in this category offered herein are fully compatible with the vendor's scheduling software product. This capability must be demonstrated through documentation of successful installation of the software and MDT products at other transit locations in the United States.

ClasTran is specifying a complete package, inclusive of MDT hardware, installation services, mounting system components/hardware, all required electrical components, all communication components, and all shipping and delivery costs, as necessary all of which must be included in the bid proposal.

This section presents a functional specification; software vendors may elect to use any manufacturer's brand of mobile devices to meet this specification provided it meets the interoperability standards set forth herein. Software vendors will perform the role of technology integrator and will have prime responsibility over the performance of any component hardware installed under this section.

Further, ClasTran recognizes the rapidly changing pace of innovation in mobile communication and to the greatest extent practical, seeks current state-of-the-art technology. The proposed solution will go live with both web-based system and the Mobile Data Terminals simultaneously.

Additional minimum specifications regarding the MDTs are set forth below.

2.3.1 Communications

It shall be the submitting bidder's responsibility to recommend the available and most appropriate communication protocols for use in mobile data communication. These methods may include but may not necessarily be limited to both conventional radio (e.g., 450 MHz) and/or wireless communication networks maintained by existing cellular carriers (802.11b/g 2.4Ghz unrestricted). It shall be ClasTran's discretion as to which method is used.

2.3.2 Log-On Functionality

A. Initial Power-On Sequence

Once the MDT unit is powered up, it will automatically display a driver log-on form screen requesting the driver's identification number and the vehicle's odometer reading. The MDT unit will display the vehicle's current odometer reading as calculated. The MDT unit will allow the driver to manually correct the calculated vehicle odometer value. Furthermore, the MDT unit should be connected to a power source during transit and should be capable of powering up within five minutes when connected to a power source even if the battery is fully depleted.

B. Driver Log-In

Drivers must be able to log-on to the MDT unit by entering their employee identification, run number, and/or the vehicle's odometer reading into the MDT unit.

The MDT unit will validate the log-on information with the scheduling/dispatch software.

Should the driver turn off the ignition during the course of his/her shift for less than 60 minutes, he/she must not be required to logon again as current data will be retained in the MDT unit.

2.3.3 Display Functionality

A. Basic Functionality

All driver screens shall always display the following information:

- Current system time, the time should be able to be depicted by a twenty-four (24) hour clock, or alternatively an AM/PM designation;
- Communication network status; and
- New message indicator.

B. Basic Controls

- Software will also provide users with the ability to:
- Switch between a “day” mode graphics display and a “night” mode graphics display that have been optimized for the ambient lighting expected under those conditions;
- Adjust volume; and
- Adjust backlighting of display.

2.3.4 Communication Functionality

The MDT shall have, at a minimum, the following communication functionalities:

A. Visual/Audio Alerts

MDT shall be capable of providing visual and audible alerts to indicate incoming messages.

The MDT unit shall be capable of sending a message and notifying the driver of the success or failure of the transaction.

B. Operator Response

The driver must be able to acknowledge incoming messages (as deemed necessary). After the driver acknowledges an incoming message, it shall be displayed on the MDT unit.

The MDT unit shall also be capable of allowing the driver to respond to a message. ClasTran must have the ability to turn this feature on/off. This acknowledgement shall be through use of the units’ function keys. The MDT unit shall be capable of sending a message and notifying the driver of the success or failure of the transaction. The option will be given to the driver to resend the message should the message not be delivered successfully. This sending method is known as “Send and Notify.”

The MDT unit shall restrict access to all functions while the vehicle is in motion. GPS telemetry, current system time, communication network status, and new message indicator may be displayed during vehicle motion.

C. Messages and Message Queue

The MDT unit must be capable of receiving pre-defined messages when a specific numeric code is sent from the host application.

The MDT unit shall be capable of queuing messages in a buffer and repeatedly attempting to deliver them to the host application. Each message shall be configured to attempt delivery indefinitely or to attempt delivery only for a fixed period of time after which the message will be discarded. This sending method is known as “Store and Forward.”

The MDT unit shall also be capable of sending messages that are sent only once, regardless of whether they are acknowledged. This sending method is known as “Send and Forget,”

The MDT unit shall be capable of receiving pre-defined messages when a specific numeric code is sent from the host application.

The MDT unit shall be capable of sending a series of “canned” messages that can be user defined by the customer in conjunction with the vendor.

The MDT unit will be capable of requesting the manifest from the server.

2.3.5 Automatic Vehicle Location

A. Communication Protocols

The MDT unit will have an option that will allow Automatic Vehicle Location information to be passed to the server and stored in the database based on automatic refresh rates every 60 seconds or more frequently depending upon the transmission capacity of the communications infrastructure.

B. Navigation Functionality

The MDT must be capable of displaying in-vehicle maps and providing turn list directions.

The MDT must be capable of providing navigation directions including voice annunciation and visual display of trip route and turn directions. This process shall be hands-free, and drivers should not have to enter destination address to use the map navigation, as the software will do this automatically.

Drivers will not have to start the map navigation as a separate software application. The navigation functionality will be integrated into the in-vehicle software application.

C. Display Functionality

The MDT unit shall allow the driver to scroll through the manifest up to the maximum number of transmitted trips as determined by the paratransit operator.

The MDT unit shall be capable of adding, updating, and saving new trip data without driver action.

The MDT unit shall provide drivers with a manifest, passenger/trip information and other screen displays that permit performance of other actions.

The MDT unit shall alert driver to changes in manifest via color-coded messages and with an audible tone.

D. Manifest Screens

The MDT unit Manifest Screen must provide drivers with an overview of their manifest sufficiently detailed to understand trip origins, destinations, and sequence.

Additional trip message lines must be available by scrolling.

All trips must be shown on the display in ascending order of estimated stop times. The current trip must be located at the top of the manifest screen.

When the driver completes the current trip, the MDT unit shall automatically delete it from the manifest screen. The screen must display multiple rider pick-ups and drop-offs from the same address.

At any time after the driver has logged on to the system and received a manifest, the MDT unit shall have capability to dynamically update the manifest by inserting additional trips sent to it by the dispatch system. Trip insertions must also follow the protocol of displaying trips in ascending order of estimated stop time.

At any time after the driver has logged on to the system and received a manifest, the MDT unit shall update the manifest and delete all cancelled trips.

The driver must be able to access the additional screens that provide additional functionality via single keystrokes, use of function keys, or similar one-stroke methods. Access to additional screens must be restricted while the vehicle is in motion.

The driver must also be able to access the passenger/trip information screen from the Manifest Screen by a single keystroke, using a keypad key.

E. Passenger/Trip Information Screen

The MDT shall have a passenger/trip information screen that provides the driver with detailed information about each stop (pick-up or drop-off).

If the level of detail in this screen exceeds the visible viewing area of the display screen, additional lines of trip information shall be viewable through use of a scrolling function.

The driver shall be able to edit trip information by pressing the arrow keys. Vendor should indicate which data elements are editable by the driver; information, at a minimum, should include passenger type, fare, and number of passengers at stop.

The driver must be able to access the manifest screen from any display screen on the unit via a single touch or keystroke.

The driver must be able to access additional screens from the detailed passenger trip information screen by a by a single touch or keystroke.

If the rider and trip numbers, number of riders, attendants and companions, and fare amounts and types were in the original trip message that was transmitted to the MDT unit, the MDT shall have preformatted screens where this data is automatically populated in the appropriate fields.

F. Other Action Screens

The MDT unit shall provide additional functionality to permit voiceless communication between vehicle and dispatch.

Such screens shall display a list of information requests to be completed by the driver and transmitted to system dispatch that are necessary to complete data required for each trip. The MDT unit shall be capable of automatically providing some data, such as odometer reading, and shall be capable of time-stamping all critical events.

After the driver has used the MDT unit to record a rider's boarding, the unit shall issue prompts regarding any other data that needs to be completed by the driver before the driver can return to any other screen.

G. Data Messaging

(i) Predefined Messages

The following types of message traffic shall be supported by the MDT unit and related software, enabling voiceless communication between driver and dispatch. To the extent feasible, information flow/transmission shall be packaged as pre-defined, enabled by the driver by simple keystrokes or touch screen action. Pre-defined messaging shall be customizable and shall be established, based on consultation between the purchaser and the vendor, prior to installation. Messages shall include, but not necessarily be limited to:

- Driver log-on
- Driver log-off
- Pick-up location arrival
- Pick-up performed
- Drop-off location arrival
- Drop-off performed
- Additional passenger boarding
- Additional passenger alighting
- Rider no-show
- Rider cancels at the door
- Rider not ready within pick-up window

The MDT unit shall automatically provide odometer reading, timestamp, and coordinate location with the transmission of each of the message types above.

2.3.6 Hardware

Bidder's bid proposal shall include the optional cost of 55 MDT units and related mounting and installation hardware, vehicle cabling, required electrical components, all communication components, inclusive of modems, antennae, and receivers, and all shipping and delivery costs, as necessary.

A. MDT Unit

Supplied MDT units shall meet the following technical specifications:

- Minimum 6" backlit transfective color touch screen with adjustable backlighting
- Audio speaker/adjustable volume
- Integrated GPS receiver with built-in antenna or multi-function Antenna- GPS, 802.11, WAN

B. General Operating Parameters

MDT units shall meet the following general operating requirements:

- Dust and water resistant

C. General Functionality

MDT units shall function during day-to-day operations under the following requirements:

- Real-time data communication
- Automatic manifest updates
- User defined reporting data intervals
- Track driver behavior, including driving speeds
- Device locking mechanism while vehicle in motion
- Automatic Vehicle Location (AVL)
- Turn-by-turn voice directions
- GPS location, including speed direction, accuracy
- Odometer and mileage tracking
- Real-time and historical vehicle tracking
- Manifest stop listing
- Automatic updates to the manifest in real-time
- Audible tone when the update is received
- Color coding
- Real-time messaging between dispatch and drivers
- Electronic fare validation

2.3.7 Dispatch Interface/GPS/AVL Functionality

In addition to the in-vehicle functionality described above, the bidder's technology solution shall provide the following functionality to system dispatch operations:

A. Event Based Reporting

When a function is performed, the location of the vehicle shall be reported along with any data relevant to the performance of the particular function.

B. Distance Traveled Reporting

Every time the vehicle has moved a predetermined distance the MDT shall automatically report the vehicle's location to the host system in order to avoid unnecessary reports from vehicles that have not moved from their previously reported positions.

C. Time Elapsed Reporting

Vendor shall indicate the frequency of coordinate reporting, based, in part, upon the transmission capacity of the communications infrastructure, costs, etc. If a report is not received at the specified interval, then the host system shall be alerted to the fact that for one reason or another that vehicle is out of coverage.

D. Hybrid GPS Reporting

System may incorporate the advantages of all three of the preceding methods. The requirement of GPS is to receive information ONLY WHEN desired and not waste airtime sending GPS information that is not useful to the dispatch operations.

E. Poll-on-Demand

MDT shall be capable of reporting GPS based on a polling request message from the Host-end Application Software at the dispatch location.

2.4 Project Manager

2.4.1 Designation of Manager

The proposer shall name one (1) individual from the firm who shall have complete authority and control over all aspects of customization, data conversion, installation, testing, and training. This individual shall be named in the proposal and a resume of the individual's qualifications to oversee this project shall be detailed. This manager shall have oversight responsibility for all matters with ClasTran.

2.4.2 Single Point of Contact

The proposer's project manager shall be the sole point of contact between the vendor and ClasTran for all business matters concerning the customization, installation, testing, and training phases of this project.

ClasTran recognizes that other individuals will lead some phases of work during the project. It is ClasTran's intent, however, to have one individual in an authoritative position to represent the proposer in all aspects of the project.

2.5 Products Offered

2.5.1 Use of Existing Market Products

ClasTran will not purchase products that represent beta versions or products that have not been installed in other operating environments in other transit system in the United States.

2.5.2 Current Version

ClasTran requires the proposer to offer the latest and tested release version of each software product/module included in its proposal.

2.6 Technical Support

2.6.1 Scope

ClasTran requires that the proposer offer one full year of full technical support as part of its base bid proposal. This technical support shall include, but not necessarily be limited to:

- Phone and email support with service technician/engineer during all normal administrative business hours maintained by ClasTran.
- Provision of diagnostics/repairs via remote control access to system hardware/software.
- On-site technical support when required.
- Product upgrades, new releases, patches, etc. when issued by the vendor throughout the first five (5) years of implementation. The product upgrades, new releases, patches, etc. for year 1 must be included in the proposer's base bid. The product upgrades, new releases, patches, etc. for years 2 through 5 should be included as alternates in the bid proposal.

A. User Groups/Newsletters/Technical Bulletins

Proposer shall immediately include ClasTran, after notice of award, in all mailing lists to receive product newsletters,

e-mail announcements, bulletins, or other technical matters concerning all software products offered.

ClasTran shall be given access rights to web-based program of support upon contract signing.

If the proposer offers training classes, refresher courses, or sponsors organized user group meetings, such support shall be listed in the vendor's proposal.

2.7 Installation, Testing, and Acceptance

2.7.1 Access to ClasTran's Location

Throughout the period of software installation, ClasTran shall designate a local project manager to coordinate the vendor's local installation efforts. All contact with the purchaser regarding project matters, site visits, project schedule, training, etc. shall be coordinated through this project manager.

2.7.2 Installation

The proposer's implementation schedule shall document major milestones during the development, customization, and installation phases of the project.

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

The vendor may stage installation to best ensure compatibility of all integrated scheduling products.

2.7.3 Testing

Upon notification of that the system is ready for testing; the purchaser and the vendor will schedule a date for performance testing. Testing shall commence when notified by the vendor that the software is ready for testing.

A. On-Site Representation

Proposer shall have the Project Manager and/or a duly qualified software engineer on-site during the initial testing of all software products.

B. Testing Period

ClasTran shall operate the system in test mode for a minimum of one week, up to a maximum of 30 days, during the testing period. During this time, ClasTran shall compile a list of issues, bugs, software glitches, etc., that shall be the responsibility of the vendor to correct during an additional 30-day period.

C. Errors, Corrections, and Fixes

If, after testing, software does not perform to specifications or vendor representations, vendor shall be given 30 days after notification of the problem to remedy the issue.

D. Final Testing

Upon satisfactory fix of all software bugs, integration problems, etc., ClasTran will again commence a final testing period to verify that the vendor has addressed the identified problems.

E. Acceptance

After final testing is completed to the satisfaction of ClasTran, ClasTran's Administrator will issue a letter of acceptance to the vendor.

2.8 Training

2.8.1 General

Vendor shall be required to train at least 15 staff to proficiency on all software products provided. All training shall be conducted on-site at ClasTran's location and all training schedules shall be coordinated with ClasTran's project manager.

2.8.2 Training Program

Vendor shall be required to provide a combination of classroom and "hands-on" training for all software products provided. Training content and duration shall be stated specifically in the proposer's written offer in response to this

procurement.

2.8.2 Computer Hardware for Training

It shall be the responsibility of ClasTran to provide the computers necessary for the selected vendor to provide all “hands-on” modules of software training.

2.8.3 Training on Ancillary Software

If the complete system offered by the vendor relies on third party software, it shall be the responsibility of the vendor to provide training, in structure and in content, on that software equal to that provided for its own products.

See the minimum training requirements above.

2.9 Work Elements to be Provided/Performed by ClasTran

ClasTran understands that during the performance and execution of any contract arising from this procurement, certain support may be provided to the selected vendor, including, but not necessarily limited to provision of: (1) data, information, and other material needed to populate software system databases, etc.; (2) workspace for the vendor’s employees and contractors while performing work on-site;

(3) requisite staff for training at a time mutually agreeable to conduct such training; and (4) other implementation support, as necessary.

2.10 Manuals and Documentation

Vendor shall provide four (additional) copies of the software manuals for each product offered as part of this procurement.

2.11 Service design and evaluation

Vendor shall provide consulting and analytical services to assist in the evaluation and design of current and future service concepts. The desired cooperation with the vendor would be to ensure that the Vendor’s software is able provide analytic data to support the decision-making process for ClasTran. Additionally, auditing services to ensure that the Vendor’ software is being used to the fullest to support continuous improvements.

3.0 Preparation and Submission of Bid

- A. The Bidder/vendor must submit his, her, or its bid on the attached bid proposal forms furnished by ClasTran. All blank spaces on the bid form must be filled in if applicable. Authorized signature must be the individual owner of a sole proprietorship, a general partner of a partnership, a duly authorized officer of a corporation, or the manager of a limited liability company. All signatures and spaces to be completed in ink or typewritten, when applicable. Prices/Costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid.
- B. All bids shall be submitted in a sealed envelope stating the following information on the face of the envelope: Bidder’s Name, Address, and shall be marked “ClasTran Dispatch Transportation Software Project”.
- C. Bids must be received at ClasTran’s office no later than 5:00 pm on October 29, 2019 Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for bids.
- D. Conditional Bids. Qualified bids are subject to rejection in whole or in part.
- E. Authority to Act as Agent. Upon request, the Bidder will provide proof to ClasTran that the

signature on the bid form has the authority to bind the Bidder to the price(s) quoted and to the terms and conditions of a contract.

- F. Errors in Bids. When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid will not relieve Bidder. Erasures or changes in bids must be initialed.
- G. Withdrawal of Bid. Any Bidder may withdraw or modify his or her bid at any time prior to the scheduled closing time for receipt of bids. However, only letters or other written requests for modifications or corrections of a previously submitted bid which are addressed in the same manner as the bid and are received by ClasTran prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request, provided that the written request is contained in a sealed envelope which is plainly marked "Modification of ClasTran Dispatch Transportation Software Project".
- H. The Bidder shall provide a name, address, and phone number of one contact person who will be responsible for implementation of the total package bid.

3.1 Examination by Bidder

The Bidder shall, before submitting a bid, carefully examine the bid documents and become familiar with ClasTran's Transportation operations and requirements hereunder. If the bid is accepted, the Bidder will be responsible for all errors in its bid resulting from its failure or neglect to comply with these instructions. ClasTran will not, in any case, be responsible for any change in anticipated profits or any unanticipated losses resulting from such failure or neglect.

3.2 Basis of Award

- A. Award, Rejection or Negotiation of Bids. The contract will be awarded to the best value and responsive bidder complying with the provisions of these bid documents, provided the bid price is reasonable and it is to the interest of ClasTran to accept it. ClasTran reserves the right to reject the bid of a bidder who (a) has previously failed to perform properly or complete on time contracts of a similar nature and/or other project, (b) when investigation shows that the bidder is not in a position to perform the contract, (c) is delinquent on any state or federal taxes, (d) is barred from bidding on this contract or any other contract pursuant to and/or other applicable law and/or regulation, (e) has not satisfactorily completed projects similar in size, scope and complexity to this project.
- B. Notwithstanding the foregoing, ClasTran also reserves the right to reject any or all bids and to waive or not to waive any irregularities, informalities or variances therein, or to accept any bid considered by ClasTran to be in the best interest of ClasTran. ClasTran also reserves the right to accept all or part of a bid when ClasTran's Board of Directors determines that it is in the best interest of ClasTran.

3.3 Protest Procedures

All protests must be submitted in writing to ClasTran, who will act as the point of contact. The protest must include all of the following information:

- Protester's name and address
- Protester's contact name and telephone number
- A complete statement for each of the areas which the protester disputes
- A complete statement of the grounds for protest
- Full documentation of the Respondent's claim

Any potential Respondent believing that this RFP contains restrictive specifications or any other improprieties may file a protest with ClasTran. Such protest shall be received no later than ten (10) business days prior to the proposal due

date and time. ClasTran will respond to the protest within five (5) business days of receipt of the protest. The protester will have five (5) business days to appeal the initial response of ClasTran. Once an appeal has been received, ClasTran Interim Executive Director, in consultation with legal counsel, will render a final decision in writing within ten (10) business days.

Responses to protests received before contract award will be given within ten (10) business days of receipt. The protester will have five (5) business days to appeal the initial response. Once an appeal has been received, ClasTran Interim Executive Director will render a final decision in writing within ten (10) business days.

Protests filed after contract award must be received by ClasTran within five (5) business days after notification of award. ClasTran will respond within five (5) business days. The protester will have five (5) business days to appeal the initial response. Once an appeal has been received, ClasTran Interim Executive Director will render a final decision in writing within ten (10) business days.

If the initial procurement has been acted upon (resolution of contract approval) by ClasTran, the response of ClasTran shall be reported to ClasTran Executive Board. The authorizing party will issue a decision and authorize ClasTran to take corrective action, if necessary. In all other cases, ClasTran Interim Executive Director, in consultation with legal counsel, will make the final decision.

3.4 Collusive Bidding

The Bidder represents and warrants that its bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same Project Work; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

3.5 Material Inspection and Responsibility

Materials, the style, make or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, ClasTran's written approval must be obtained prior to installation.

3.6 Completion Dates

The successful bidder must furnish and install all software, licenses, software licenses and materials required hereunder and test, de-bug, provide an operational "live" and fully functional system in strict compliance with the requirements under these bid documents and complete all training and other work required hereunder on or before at least 120 days after notice to proceed.

3.7 Payment

ClasTran will tender payment for the Project Work as provided in, and subject to the terms and conditions of the Agreement to be approved by ClasTran's Board of Directors (the "Agreement") as more fully described below.

3.8 Non-Discrimination

No vendor/contractor who is the recipient of ClasTran funds, or who proposes to perform any work or furnish any goods provided for herein shall discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, ethnicity, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

3.9 Binding Obligation and Non-Assignability

By submitting a bid, the Bidder agrees that if awarded the bid said successful bidder shall be contractually bound to perform the Project Work in compliance with the Agreement and the requirements of these bid documents. Successful bidder shall not assign the whole or any part of the bid award or any obligations created or under the Agreement without the written consent of ClasTran.

3.10 Taxes

ClasTran is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. Accordingly, the bidder shall exclude such taxes from its proposal. ClasTran agrees to furnish its tax exempt number to the successful bidder for purchases made on behalf of ClasTran for the Project Work.

3.11 Insurance

Each Bidder should attach a copy of its certificate(s) of insurance with its Bid Proposal.

3.12 Investigations Prior To Bid Award

ClasTran may make such investigations as are deemed necessary to determine the ability of the Bidder to perform the Project Work, and the Bidder shall furnish all such information and data for this purpose as ClasTran may request. ClasTran reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy ClasTran that such Bidder is properly qualified to carry out the obligations of the Project Work required herein.

3.13 Bid Proposal Amount

The Bid proposal amounts submitted by Bidder shall include all applicable prices, materials, labor, services and incidentals for the Project Work including but not limited to all software, hardware, MDTs, materials, labor, licenses, software licenses, tests, de-bugging, demonstrations, training, and all other fees, expenses, costs, profits and overhead of Bidder to complete the Project Work in strict compliance with the requirements herein.

3.14 Certifications and Affidavits

The Contractor shall complete the Contractor's Certification forms and Affidavits attached to the Proposal form. Failure to do so may result in disqualification of the Bidder.

3.15 Agreement.

As noted above, the Agreement between the successful bidder and ClasTran is subject to approval by the ClasTran's Board. Please note the following:

- A. Any indemnification language that requires ClasTran to indemnify the vendor or any other person or entity for any liability, claims, etc. other than for ClasTran's own negligence and/or breach of contract by ClasTran will not be accepted.
- B. The Agreement must contain or be amended to provide warranties or representations acceptable to ClasTran, including warranties or representations against copyright infringements, wrongful use and infringements of other rights of third parties, including intellectual property rights, attributable to the software (excluding infringements attributable to ClasTran's alterations to the software or similar acts by ClasTran).
- C. Neither ClasTran nor the successful bidder shall be liable for consequential, indirect, incidental or punitive damages under the Agreement.
- D. The Agreement must prohibit or be amended to provide for prohibition against the disclosure of confidential information by the successful bidder in form acceptable to ClasTran.
- E. The Agreement will be governed by ClasTran law, and venue for purposes of enforcement of the Agreement.
- F. Restrictions on disclosure of the Agreement must provide (or be amended to provide) for exceptions to the extent disclosure is required by law. The Agreement will be subject to disclosure pursuant to requests under the Freedom of Information Act.
- G. The bid documents, including but not limited to the Specifications and requirements there under shall be incorporated into the Agreement.
- H. Provisions that unreasonably limit vendor's liability will not be acceptable.
- I. The Agreement will be subject to such further modifications as required by ClasTran.

3.16 Bid Notice.

A Bid Notice was published on September 29, 2019 and is incorporated herein.

3 Questions.

Each question listed below requires a response.

Scheduling

1. Will the reservation system have the capability to identify customers from just typing either a few letters of the customer name or the last four digits of the customer phone number?
2. Will the reservation system have the capability to automatically populate the reservation screen with the customer data, including commonly used locations, mobility device, eligibility, PCA, etc. after the individual has been identified?
3. Will the reservation process utilize auto-complete functionality when finding addresses and common locations to reduce reservation errors? Is the reservation system able to automatically schedule a vehicle based on GPS position or other trip information?
4. Will the system track who made the reservation, change, etc. (Chain of Custody)?
5. Will the system allow customized trip comments to be entered in the system? And will it support separated customer notes for scheduler/dispatcher reference and manifest notes for driver reference?
6. Are trip cancellations intuitive and can users cancel multiple trips at once?
7. Will the system accommodate subscription trips and allow for easy modification, correction, temporary suspension, and cancellation?
8. Can trips be scheduled and edited in real time (e.g., while the customer is on the phone)?
9. Will the system optimize same-day trip orders with advance trip orders and automatically send updates to the MDTs?
10. Will customers (and caregivers) have the capability to schedule trips without assistance from a scheduler (e.g., via ClasTran's website and/or a mobile app)?

Dispatching

1. Is dispatching automated without the need for a dispatcher to manually select information that must be sent to the MDTs?
2. Will the system provide dispatchers with web-based tools to proactively manage on-time performance, no shows, cancellations, subscriptions, and late trips?
3. Is real-time vehicle arrival information available to allow dispatch to provide trip information to customers?
4. Will the system be able to prioritize trips for certain groups of customers based on agency, geo-location, etc. (e.g., ADA customers before the general public)?
5. Will the system provide web-based tools for managers/supervisors/contractors to monitor their drivers performance and location in real-time?
6. Will the system provide real-time optimization during the day and incrementally adjust the manifests for drivers running late or early?

7. Will the system automatically reschedule trips that may run late?
8. Will the system be capable of automatically and efficiently assigning trips to routes/runs?
9. Will dispatchers be able to manually override trips and/or routes?
10. Will dispatchers be able to communicate with individual drivers, specified groups of drivers, and/or all drivers simultaneously through the MDTs?

Electronic Fare Collection (EFC)

1. Will the system provide a fully integrated, account-based EFC system?
2. Will customers and their caregivers have the ability through an online portal or mobile app to load funds into their respective accounts?
3. Will staff be able to load funds into a customer's account over the phone?
4. Will the system be able to calculate multiple fares based on set parameters and variables?
5. Will the system automatically deduct fares from a customer's account upon boarding?
6. Does the system support NFC-enabled fare cards and/or credit/debit card payments?
7. Does the EFC system support open loop payments?
8. Which methods of fare validation are supported?
9. Will the system allow the driver to enter amounts collected in cash and paper tickets upon boarding?
10. Will any additional hardware/software be required?

4 Federal Clauses.

Each bidder must review and adhere to the federal clauses attached hereto.

Federal Clauses

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 Governmentfinanced 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.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference - Use of US-Flag Vessels – Applicability – 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.

Clean Water – Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed

in whole or in part with FTA assistance.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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 \$250,000.
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 subgrantee 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 subgrantee 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 recipient 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.

Clean Air – Applicability – All contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these

requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

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 micropurchases (\$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 over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

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:

1. 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
2. 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 (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) 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 close-out 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.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$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://www.sam.gov>, 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://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (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,

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): (1) 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 (2) 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, (3) 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 FTA Circular 4704.1 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, (4) 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 (5) 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.

Breaches and Dispute Resolution – Applicability – All contracts over \$250,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor

arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise (DBE) – 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, 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, 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 micropurchases \$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.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by

SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66

Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally- assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall

control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle

when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements.

Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

5 Bid Proposal Form.

Each bidder must submit its bid on the Bid Proposal Form attached hereto.

ITEM/DESCRIPTION	YEAR 1	VENDOR COMMENTS
Software Costs (Itemized)		
Hardware Costs (Itemized)		
Direct On-Site Costs (Itemized)		
Data Acquisition/Conversion (Itemized)		
Related Third-Party Costs (Itemized)		
Web-Hosting Costs (Itemized)		

Technical Support Costs (Itemized)		
Training Costs (Itemized)		
Sub-Total Costs		
Maintenance Fees (Itemized)		
Total Proposed Solution Costs		
Total Base Bid:		\$

ITEM/DESCRIPTION		VENDOR COMMENTS
Alternate No. One: technical support and maintenance for year 2:	\$	
Alternate No. Two: technical support and maintenance for year 3:	\$	
Alternate No. Three: technical support and maintenance for year 4:	\$	

Alternate No. Four: technical support and maintenance for year 5:	\$	

BID FORM

In submitting the bid, the undersigned agrees:

1. To hold the bid open for 90 days after bid opening.
2. To enter into a Contract with ClasTran within 10 days of Notice of Award.
3. The undersigned represents and warrants that he/she has the authority to bind the Company/Vendor to the attached bid prices.

COMPANY NAME

BUSINESS ADDRESS

BUSINESS PHONE

BUSINESS FAX

PREPARER'S PRINTED NAME

PREPARER'S SIGNATURE DATE

TITLE OF PREPARER

6 Certifications and Affidavits.

Each Bidder must sign and include the attached certifications and affidavits with its bid proposal.

TAX COMPLIANCE AFFIDAVIT

The undersigned, being the duly appointed official of _____(Name of Company) ("Bidder") duly sworn and under oath hereby certifies that Bidder is not delinquent in payment of any taxes to the Alabama Department of Revenue, and/or the Internal Revenue Service.

Signature _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____(Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of (Company).

Dated__, 20____

Notary Public

CERTIFICATION THAT BIDDER IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO BID- RIGGING OR BID-ROTATING CONVICTIONS

The undersigned hereby certifies that____(Name of Company) ("Bidder") is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid-rotating under the Alabama Criminal Code. The undersigned further certifies that no officers or employees of the Bidder's firm have been so convicted and that Bidder is not the successor company, or a new company created by the officers or owners of one so convicted. The undersigned certifies that any such conviction occurring after the date of this certification will be reported to _____ immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.

Dated: _____, 20__

(Print Name of Bidder/Company) _____

(Signature of Authorized Officer) _____

(Printed Name of Signatory) _____

(Title of Signatory) _____

STATE OF _____)

) SS.

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____(Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____(Company).

Dated: _____, ____, 20_____

Notary Public _____

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any BIDDER or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name of Bidder: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes ___ No ___

2. Compliance reports were required to be filed in connection with such contract or subcontractor.

Yes ___ No ___

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes ___ No ___

4. If answer to Item 3 is "No", please explain in detail below.

Certification- The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

STATE OF DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (111. Rev. Stat., Ch. 127, par. 152.31 1). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof; directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(A) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(B) Establish a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(C) Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(D) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) of Paragraph (3) of subsection (A) above from an employee or otherwise receiving actual notice of such conviction

(E) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(F) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place

(G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO Execute THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION

Printed Name of Organization _____

Signature of Authorized Representative _____

Printed Name and Title _____

Date _____

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify (Name and title of official)

On behalf of _____ that: (Name of Bidder/Company Name)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of Authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TRAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____
Signature of Authorized Official _____ Date ____/____/_____
Name and Title of Contractor's Authorized Official _____

**BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]**

General Requirement (as stated in 49 CFR 661.5)

- a. Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- b. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- c. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- d. For a manufactured product to be considered produced in the United States:
 1. All of the manufacturing processes for the product must take place in the United States; and
 2. All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____
Name _____ Title _____
Signature _____ Date _____

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____