



MASS TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL

**Automatic Passenger Counter (APC) &
Automatic Vehicle Location Systems (AVL)**

RFP# 2025-11

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SECTION 1. INTRODUCTION

The Mass Transportation Authority (MTA) is the county-wide public transportation provider for the City of Flint and Genesee County, Michigan. The MTA family of services includes fourteen primary routes operating seven days a week, 70 peak period routes that supplement the primary routes at high demand times, county-wide on-demand paratransit services, and Rides to Wellness same day health and wellness transportation. MTA's regional service provides job-related transportation for Genesee County residents to places of employment in six adjoining counties, including Lapeer, Shiawassee, Eaton, Saginaw, Livingston and Oakland counties. In addition, through its Rides to Wellness program, MTA provides door through door, micro transit services for the elderly, elderly disabled, developmentally disabled, veterans, and the transportation-disadvantaged. MTA ridership for FY 2024 was 3.5 million passengers.

Located 70 miles north of Detroit in Genesee County, which includes the major urban City of Flint, and is comprised of urban, suburban and rural communities. It contains 650 square miles and has a population of approximately 425,000 residents. MTA provides service throughout the entire county and has seen significant growth in its rural service ridership in recent years as residents have moved out of the urban core and into more rural parts of the county. Innovative partnerships with its neighboring counties have allowed MTA to offer service to many residents of Mid-Michigan who live in rural parts of the State but need to travel to the urban core of Flint for work or medical care.

The purpose of this Request for Proposal (RFP) is to solicit responses from qualified firms (Proposers) offering the functionality and capabilities identified to install Automatic Passenger Counter (APC) and Automated Vehicle Location (AVL) systems into fixed route buses and to provide additional functionality. MTA seeks a Proposer with the experience, expertise, and qualifications to provide a fully integrated APC and AVL System.

MTA expects to have one cloud based integrated system (with either a single system or integrated systems) that includes functions and capabilities listed in this RFP. Proposers who have high initial evaluation scores will be required to demonstrate their offered solution as part of the evaluation process.

The MTA will receive sealed Proposals electronically through Bidnet Direct on or before 3:00 p.m. on Wednesday, August 6, 2025 from qualified vendors. Proposals received from vendors will be opened privately.

The RFP, contract documents and existing plans can be obtained electronically on the Bidnet Direct website at <https://www.bidnetdirect.com/> formally the Michigan Intergovernmental Trade Network (MITN) on or after July 2, 2025. Proposers will be able print out the proposal documents and outline specifications on Bidnet Direct. **The Proposer shall be responsible for the cost of reproductions.** As a vendor, you can register with the Bidnet Direct at the following website: <https://www.bidnetdirect.com/> and be sure that you see all available bids and opportunities. Bidnet Direct will be used to issue any addenda or information relative to the RFP requirements.

A virtual Pre-Proposal meeting will be held on Wednesday, July 9, 2025 at 1:30 pm. E.D.T. All Proposers are highly encouraged to attend this Pre-Proposal meeting and sub-contractors are also encouraged to attend. This meeting is not a requirement.

No Proposal may be withdrawn for a period of ninety (90) days after submission. Proposals offering less than ninety (90) days for acceptance by the MTA from the date set for opening will be considered non-responsive and will be rejected.

The MTA reserves the right to reject any or all Proposals and to waive irregularities or informalities as may be deemed in MTA's interest. It is the MTA's intent to award the project to the lowest most qualified, responsive and responsible Proposer for all phases of the construction work. MTA will make the award to the responsible Proposer whose proposal is most advantageous to MTA. Accordingly, MTA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest cost proposal if doing so would not be in the overall best interest of MTA.

MTA makes no representations, warranties or agreements with respect to this RFP. In addition, MTA makes no commitment to purchase any products or services or take any other action, including but not limited to, awarding a contract to the individual/firm submitting the most qualified responsive proposal. MTA reserves the right to amend or cancel this RFP at any time for any or no reason. All amendments to this RFP shall be in writing.

SECTION 2. SCOPE OF WORK

2.1 PROJECT DESCRIPTION

Proposer shall design, furnish, install, test, and make operational the APC and AVL System for MTA. Proposer shall also provide supporting documentation drawings, training, warranty and technical support as specified herein. Proposer shall be responsible for all activities, tasks, equipment, system components, and services required to provide MTA with a turnkey APC and AVL System that is fully functional in accordance with the RFP requirements. The APC and AVL System shall be designed to permit the addition of new functional capabilities over its lifetime without significant replacement of existing components.

The complete and integrated APC and AVL System shall include the following, but not be limited to:

- Automatic Passenger Counter
- Automatic Vehicle Location
- Time of Arrival/Departure Information
- Route & Schedule Adherence
- Smart phone application
- Web based customer self-service application
- GTFS and GTFS-RT feed
- Capable Integration with Exterior Vehicle Destination Signs/Head Signs
- Integration with Cellular Mobile Data Routers

Proposer will provide the hardware specifications and make recommendations for workstations required to support the APC and AVL System and interfaces. The most cost-effective acquisition of workstations for dispatch, customer service, service planning and other users will be determined and procured by MTA. Proposer Should provide minimum requirements for equipment and standard software needed for each workstation. Any other specific software needed to operate workstations with the APC and AVL System solution shall be listed in the proposal and provided by the proposer. All fixed route buses at MTA are equipped with Cradle Point R1900 cellular routers/modems purchased from Kajeet. The proposer is expected to utilize this existing equipment for APC and AVL System communications.

It is an important consideration for MTA to procure a comprehensive and fully integrated solution. Increased importance will be given to solutions that provide maximum on-board

2.2 AUTOMATIC PASSENGER COUNTERS (APC)

The Proposer shall be responsible for the installation of all system components as a “turnkey” installation. The proposed system shall include all equipment, both hardware and software, needed to collect and report ridership data on MTA fixed route, peak route and regional transit buses.

APC System Specifications

The scope of work for projects to be completed under this contract may include, but not be limited to the following:

- The APC system will accurately count passengers as they board and alight recording the data as a function of individual stops, routes and runs.
- Overall system performance will enable the exact determination of alighting and boarding passengers at each stop with an accuracy greater than 97%.
- The APC system will be designed and tested to produce highly accurate passenger counts, to demonstrate an ability to distinguish valid passengers from non-passenger objects, and to detect double-backs and re-crossings.
- Include a comprehensive set of passenger data reports including detailed and summary passengers by vehicle, run, trip, line, stop etc.
- Include and identify counts from unscheduled locations, including detours.
- Ability to be NTD Certified
- Ability to update route & stop data as necessary through the use of GTFS files or by other means
- The APC system will not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment such as security equipment, engine controls, transmission or other electronic equipment.
- The APC system will be installed according to industry standards and recommended practices.
- System shall give the ability to create passenger counts without administrator or driver input. Proposed solution must need zero manual input from any source for start-up.

APC Sensors

The passenger counting sensor features will include but are not limited to the following:

- Acquisition of passenger counts by means of sensing devices at all vehicle doors with recording of route and geolocation information, including real time clock/clock synchronization features for accurate time/date stamp mark of data.
- Detection zones will be fully adjustable for the requirements of different bus designs.
- Counting accuracy will not be affected by normal variables including but not limited to: - The reasonable speed at which a person passes under the sensor. A passenger remaining immobile at the sensor location. Any other obstruction of the sensor. Variations in light and temperature within the operational specifications of the APC system.
- Obstruction of the counter (passengers remaining immobile in the counter sensor field) that could affect the count accuracy will be noted in the data.
- Counting accuracy will also include features to reduce or eliminate counting inaccuracies caused by passengers carrying items such as packages, boxes or briefcases onto the vehicle.
- The sensors will differentiate between boarding and alighting passengers from either door of the vehicle.

2.3 **APC REPORTING REQUIREMENTS**

The APC system shall meet the following reporting requirements but not limited to:

- Easy to use, straightforward user interface.
- Shall meet all current minimum accuracy requirements from the Federal Transit Administration (FTA) National Transit Database (NTD).
- Shall not exceed 5% total variance between manual counts and APC counts for system benchmarking
- Accurate reports that have been cleaned of all errant data.
- Ability to track and report on all current NTD data requirements including vehicle revenue miles (VRM), vehicle revenue hours (VRH), deadhead miles, deadhead hours, unlinked passenger trips (UPT), and passenger miles travelled (PMT).
- 1-click NTD S-10 reporting is preferred.
- Customizable reports for specific time periods (annually, monthly, weekly, daily, hourly) and ability to filter data by weekday service, Saturday/Sunday service, or all service days.
- Ability to calculate on-time performance (OTP) is a plus.
- Ridership reports that can be aggregated by stop, route, or trip.
- Ability to export reports in Excel, and PDF data formats.
- Shall be capable of reporting and identifying faulty and malfunctioning sensors.
- Shall provide a daily process report on the status of APC data upload to the system and server.
- Shall provide a Trip Report including: load factor, boardings, alighting, runtime, distance, passengers per mile, passenger miles, and maximum load point by route, direction, route pattern and stop by stop.
- Shall provide a real time view of APC data.

NTD APC Certification Requirements

The Proposer shall provide necessary information on National Transit Database (NTD) requirements for APC based samples to be permitted for annual reporting, including but not limited to:

- APC Certification Plan
- APC Benchmarking Plan

2.4 **AUTOMATED VEHICLE LOCATION (AVL)**

MTA is seeking a Vehicle Tracking System utilizing GPS technology in conjunction with a vehicle location and mapping software to track vehicle locations en route and in real-time and provide a visual mapping display. The primary purpose of the system is to improve the quality of MTA's fixed-route service and emergency response capabilities to the public. This system must provide route and vehicle information in real-time via web interface to passengers, the dispatcher, and managerial personnel. The system must be equipped with reporting capabilities to accurately data stream operation service information (e.g., route timing, passenger wait time, trip counts, operator performance, vehicle speed and movement). This is essential for the completion of performance metrics, the analysis of daily operation, and long-term project planning and analysis. The Vehicle Tracking System must include the functionality for hardware/software components to be installed on at least thirty (30) buses. The Proposer shall be responsible for the installation of all system components as a "turnkey" installation. The proposed system shall include all equipment, both hardware and software, needed to collect and report ridership data on MTA fixed route, peak route

and regional transit buses.

AVL Core Requirements

The core requirements for AVL system to be completed under this contract may include, but not be limited:

- The Vehicle Tracking Software (VTS) must utilize GPS in conjunction with vehicle location and mapping software to accurately track bus locations en route in real-time and provide a visual mapping display. The GPS readings of the bus location must occur in real-time with vehicle location information posted on a Graphic User Interface map display available on a public website and viewable through various devices (Smartphone, Kiosk, Bus Stop, PC, etc.). The system must be equipped with a notification service, whereupon users can subscribe and be able to select one route or multiple routes and be notified when the next bus is coming.
- Real time tracking means that a vehicle's location is reported via an automatic vehicle location (AVL) device installed on each vehicle and transmitted to an internet server with a delay of not more than 2 seconds. This is done through the use of GPS for pinpointing the location and a wireless communication system for transmitting the information to an internet server. The SOFTWARE PROVIDER must recommend a solution and/or partner for data transmission and indicate their recommended rate of transmission for a system such as this.
- The Vehicle Tracking Software must provide a graphical user interface Graphic User Interface real-time automatic vehicle location data display. Vehicle icon on the map display shall clearly indicate Vehicle ID, Route Direction, and Location. Further layered information on the vehicle must include Run Trip, Date/Time and Speed. The SOFTWARE PROVIDER must provide detailed explanation of existing maps and software mapping components and how they work with other components of the system. Screen shots of display windows utilized by dispatch and/or the passenger must be provided describing key features, attributes, and the information available within the mapping component. The SOFTWARE PROVIDER must describe in detail all traveler supported components that it provides, to include the features within each component as well as software and hardware required for implementation.
- The Vehicle Tracking software must include one integrated map with detailed maps of the service area region. The map views must include standard map display features (zoom in/out, panning, etc.). The maps must have an automatic refresh feature with the option of refreshing the map view 'upon-demand' by the dispatcher. The geo-spatial object management portion of the system must provide capabilities to trace routes, place stops and landmarks on the map for dispatchers and the general public to see. The mapping component shall also include a navigational request.
- The Vehicle Tracking System must include a Route Management module which can be utilized by the dispatcher to effectively manage the route and determine the location of any vehicle in service. The system must provide the dispatcher the necessary real-time information to manage vehicle fleets whether they are on fixed routes, in the yard, or on special on-demand detours on route. The system must display the time each bus arrives at each stop per route and the "wait times" (e.g., how long the bus is at the stop). The software must include a GUI real-time dispatch display that clearly indicate status (i.e., color-coding), with emphasis on bus arrival times at designated stops based on the average speed of the bus and traffic impacts. The Vehicle Tracking System must have the ability to track on-time performance and gage whether a vehicle is running on time. The vehicle icon on the dispatch display must clearly indicate Vehicle ID, Route, Directional Status, Arrival Time, Departure Time, and Date & Time of last GPS update.
- The Vehicle Tracking System must include a public interface that provides customers with

bus location information. At a minimum, the bus locations are to be displayed on a map available on the web. Desired functionality includes details available for each bus (showing route, time at last stop or last time point, minutes late/early, etc.). The SOFTWARE PROVIDER must also describe other information distribution interfaces that are available with their product such as stop-based electronic displays, text/SMS messaging , etc. MTA may not choose to implement these additional features if their ongoing cost is too high, but the availability of multiple interfaces will be an important benefit.

- The Vehicle Tracking System must be able to provide vehicle history tracking as well as historic playback. Access to all real-time, static, and archived vehicle location data must also be available to any third-party applications or vendors as determined by MTA for any purpose. The SOFTWARE PROVIDER must indicate which method would be used within their RFP response.

2.5 AVL REPORTING REQUIREMENTS

The AVL system shall meet the following reporting requirements but not limited to:

- System shall provide web-based reports that allow customer to run transit system more efficiently. Desired reports include:
 - On-Time Performance (available by driver, stop number, and vehicle)
 - System shall provide a report that tabulates the percentage of on-time performance that is defined by MTA (eg. one (1) minute early, over five (5) minutes late)
 - Headway Report
 - Travel time Report
 - Hours in service Report
 - Mileage Report to include total mileage, scheduled, and actual by day, route, driver and vehicle
 - Raw passenger data
- Ability to see all of a particular vehicle's arrivals and departures for the day
 - Off-Route Report
 - Speeding Report
- Reports shall allow for time based comparison (e.g. last week vs. this week) and historical reporting.
- Reporting data must be captured and remain accessible for at least three (3) years.
- Reports shall be exportable to standard Microsoft document format (Excel, Word) and/or PDF format and must be available to client instantly.
- History tool that allows administrators the option to select viewing the entire system at once, by route, or by bus.
- System shall include a report for number of bikes or mobility devices boarded, and the option to add additional custom reports as defined by MTA at any point in the length of the contract.
- Easy to use, straightforward user interface.
- Accurate reports that have been cleaned of all errant data.

2.6 GENERAL REQUIREMENTS

The Proposal shall meet the following requirements but not limited to:

Public Website

- Users shall have ability to view only routes that are of interest to them or all.
- System must have the ability for route remembrance for users.
- System must provide arrival estimates to give riders more detail about anticipated vehicle arrival times.

- Users shall have the System remember chosen routes from past times they have loaded the website.
- System shall provide a module that allows Trip planner and other content to be provided on Customer's own website.
- System shall differentiate estimated time of arrival for inbound and outbound stops along a particular fixed route.
- System shall continuously update the web page (whenever a new estimated time of arrival (ETA) is determined, bus is added/removed, etc.), without the user being required to refresh the webpage.

Mobile Phone Access

- System must provide interface that shows steady vehicle movement without reloading on internet-enabled mobile phones. System must provide access to announcements on internet-enabled mobile phones.
- For phones with GPS capability, System must provide geolocation features to allow riders to identify location on map.
- System must have the ability to integrate fixed route and on-demand service area maps and arrivals allowing users to view both services in one app.
- System must provide a free-to-download native iPhone and Android application.
- System shall provide an optional notification platform for smartphones where riders can enter in a recurring schedule for impending bus arrival notifications. This must work without the rider opening the app.
- System must offer a Mobile App (iPhone and Android) for customer use free of charge for end user. Preference would be given for a "White-label" app, but other options will be considered.

2.7 HARDWARE DELIVERY AND INSTALLATION

The installation of the completed and integrated APC and AVL System shall include the following, but not be limited to:

- MTA prefers a vendor who can deliver and install a fully functional, tested and operational system by May 1, 2026.
- All proposals must include a Gantt chart or similar detailed, step by step project management time line, outlining specific tasks, responsibilities, and dates from start to finish for this project.
- The chart must include specific dates when MTA personnel must be available to work with the Contractor.
- Vendor shall identify key staff and their roles in the installation process.

It is the desire of MTA, and the responsibility of the Proposer to limit disruption to service during the period of installation and to minimize the period during which multiple systems are operational. The Proposer shall provide an Installation Plan for MTA approval. This Plan shall include the following but not limited to:

- Identification of required work and storage area
- Identification of required utilities
- Proposed work schedule (schedule shall include the requirement of vehicle availability necessary to support the proposed schedule)
- Any utility or service requirements to support the installation
- Identification of support needed from MTA
- Placement diagrams for all equipment per vehicle model
- Placement diagrams for all transit stations

- Detailed wiring diagrams for all installations including wire tabulation, locations, sizes, identification, and clamping
- Process for removal of old system equipment
- Process for disposition of old system equipment
- Modifications to garage facilities

2.8 SPARE PARTS

The Proposer shall prepare and submit to MTA a recommended list of spare parts and consumables to maintain and support the APC and AVL System. The spare parts list shall be grouped by equipment, module, part, etc. Each item listed shall contain at least the following information: item-name, description, original manufacturer's name, part and number. Spare parts that are common to more than one equipment type, module, or subassembly shall be suitably cross-referenced.

The Proposer's proposal shall include recommended spares with their expected life cycle. Any reduced requirement for spares based on long life cycles shall be favorably received. The stock level shall be consistent with the normal replacement anticipated. This level shall be a function of the total equipment in service and the availability from the Proposer's normal supply operation for such parts.

The Proposer shall provide a list of any equipment required for testing.

The Proposer must provide the spare parts lists, and equipment requirements and pricing for this section. MTA requires Proposer to lock in the price of all spare parts for a period of five (5) years.

2.9 SOFTWARE

The software of the completed and integrated APC and AVL System shall include the following, but not be limited to:

- At the time of implementation, the software must be the current version and compatible with the vendor's hardware.
- Vendor must always ensure that MTA is utilizing the latest approved software version available and provide a detailed plan for any upgrades that may occur are to be handled (eg. Cost, frequency of anticipated upgrades, implementation plan for upgrades).

2.10 WARRANTY

The Proposer shall warrant that the APC and AVL System furnished under this contract is free from defects in material and workmanship under normal operating use and service.

The warranty shall commence upon the date of complete APC and AVL System acceptance. If during the warranty period, any replacement, repair, or modification on any APC, and AVL System component, made necessary by defective design, materials, or workmanship is not completed within five (5) calendar days, the warranty period shall be extended by the number of days equal to the delay period.

The warranty on items determined to be with pervasive defects shall be extended for the time of the original warranty remaining at the time the pervasive defect was identified. This extended warranty shall begin on the repair/replacement date for corrected items.

The Proposer warrants that the Software (including any Licensed Software) shall:

- Be of a language that is commercially available and for which software tools are available
- Not contain viruses or pre-programmed devices which will cause any software utilized by MTA or other users to be erased or become inoperable or incapable of processing accurately

- The Software and each module and function thereof shall be capable of operating fully and correctly on the combination of the equipment purchased
- The Software does not contain any code that will, upon the occurrence or the nonoccurrence of any event, disable the Software.

No warranty period shall end unless finished documentation is provided and approved by MTA.

2.11 DISASTER RECOVERY

The Proposer shall develop and implement a Disaster Recovery Plan for continuing operations, with a minimum of downtime, in the event of failures of the hardware components, network components, software applications and systems, environmental factors, or other operating emergencies. The Proposer shall be able to re-constitute normal operation within two (2) hours of any failure or emergencies as described above. The Proposer shall document all procedures necessary to maintain orderly operations in the event of emergencies.

The Proposer shall list all system failures and situations or events that will trigger disaster recovery procedures. The Proposer shall prepare a disaster recovery plan for approval by MTA.

At a minimum, the disaster recovery plan shall include the following:

- List of resources required to conduct on-site and off-site recovery
- Description of the escalation process, including contact lists and alternates to provide for emergency coverage of operations, staffing, technical support, and management
- Description of how the Proposer shall provide formal arrangements for emergency replacement of parts, repair services, and technical services
- Descriptions of how the Proposer shall restore and recover lost or corrupt data from back-ups and archives
- A ranking of primary, secondary and non-critical applications with assigned minimum recovery times required to prevent a financial loss
- Description of a test program that will verify the effectiveness of all disaster recovery methods and procedures
- A detailed architectural overview of the backup, recovery, and disaster recovery systems
- A data backup system and architecture for the backup and recovery of the APC, and AVL System back-office.
- Recovering and transferring of data files from removable storage in the event of a primary data storage failure
- Description of the notification procedure to MTA staff
- The Proposer shall provide Disaster Recovery/business continuity Licenses at no additional cost.
- The Proposer shall warrant that the APC and AVL System furnished under this contract is free from defects in material and workmanship under normal operating use and service.

2.12 TRAINING

The Proposer shall provide a program to train personnel in all details of the APC and AVL System including but not limited to the equipment, hardware, support and diagnostic equipment, and software provided under this contract. The Proposer shall be responsible for training designated personnel in accordance with the requirements specified in this section.

Training shall include course development, the provision of instructors, the supply of handouts and manuals, the preparation of classroom aids, and all other items as required to satisfactorily prepare personnel to operate the supplied APC and AVL System.

At a minimum, the Proposer must provide a training program that is comprehensive enough to bring employees designated by MTA to the level of proficiency required for operations of the

furnished equipment. Formal training shall include both classroom and practical work and shall be augmented by informal follow-up as needed. Practical training on equipment shall occupy a significant portion of all training classes. Training should be oriented to the job classification of the students.

Training mock-ups shall be provided to assist with the training. The mock-ups shall be retained by MTA for in-house training. All training classes will be scheduled with MTA personnel and shall not take place more than eight weeks prior to the first day of planned operation. MTA reserves the right to videotape training sessions conducted by the Proposer for review and future use.

2.13 CURRENT VEHICLES

The following table depicts the current vehicle fleet that needs to be outfitted with the APC System and AVL System /Sub-systems/Components/Equipment:

ID	Model Year	Make	Model	Size	# Doors
2200	2017	BLUEBIRD	VISION	37 FT BUS	1
2201	2017	BLUEBIRD	VISION	37 FT BUS	1
2202	2017	BLUEBIRD	VISION	37 FT BUS	1
2203	2017	BLUEBIRD	VISION	37 FT BUS	1
2204	2017	BLUEBIRD	VISION	37 FT BUS	1
2205	2017	BLUEBIRD	VISION	37 FT BUS	1
2207	2017	BLUEBIRD	VISION	37 FT BUS	1
2208	2017	BLUEBIRD	VISION	37 FT BUS	1
2210	2017	BLUEBIRD	VISION	37 FT BUS	1
2209	2017	BLUEBIRD	VISION	37 FT BUS	1
2206	2017	BLUEBIRD	VISION	37 FT BUS	1
2211	2017	BLUEBIRD	VISION	37 FT BUS	1
2212	2017	BLUEBIRD	VISION	37 FT BUS	1
2213	2018	BLUEBIRD	VISION	37 FT BUS	1
2214	2018	BLUEBIRD	VISION	37 FT BUS	1
2221	2020	BLUEBIRD	VISION	37 FT BUS	1
2220	2020	BLUEBIRD	VISION	37 FT BUS	1
2224	2021	BLUEBIRD	VISION	37 FT BUS	1
2225	2021	BLUEBIRD	VISION	37 FT BUS	1
2228	2021	BLUEBIRD	VISION	37 FT BUS	1
2235	2021	BLUEBIRD	VISION	37 FT BUS	1
2226	2021	BLUEBIRD	VISION	37 FT BUS	1
2223	2021	BLUEBIRD	VISION	37 FT BUS	1
2227	2021	BLUEBIRD	VISION	37 FT BUS	1
2229	2021	BLUEBIRD	VISION	37 FT BUS	1
2230	2021	BLUEBIRD	VISION	37 FT BUS	1
2231	2021	BLUEBIRD	VISION	37 FT BUS	1

2233	2021	BLUEBIRD	VISION	37 FT BUS	1
2238	2021	BLUEBIRD	VISION	37 FT BUS	1
2222	2021	BLUEBIRD	VISION	37 FT BUS	1
2236	2021	BLUEBIRD	VISION	37 FT BUS	1
2232	2021	BLUEBIRD	VISION	37 FT BUS	1
2237	2021	BLUEBIRD	VISION	37 FT BUS	1
2234	2021	BLUEBIRD	VISION	37 FT BUS	1
2239	2024	BLUEBIRD	VISION	40 FT BUS	1
2240	2024	BLUEBIRD	VISION	40 FT BUS	1
2241	2024	BLUEBIRD	VISION	40 FT BUS	1
2242	2024	BLUEBIRD	VISION	40 FT BUS	1
2243	2024	BLUEBIRD	VISION	40 FT BUS	1
2244	2024	BLUEBIRD	VISION	40 FT BUS	1
2246	2024	BLUEBIRD	VISION	40 FT BUS	1
2247	2024	BLUEBIRD	VISION	40 FT BUS	1
2248	2024	BLUEBIRD	VISION	40 FT BUS	1
2249	2024	BLUEBIRD	VISION	40 FT BUS	1
2250	2024	BLUEBIRD	VISION	40 FT BUS	1
2251	2024	BLUEBIRD	VISION	40 FT BUS	1
2252	2024	BLUEBIRD	VISION	40 FT BUS	1
2253	2024	BLUEBIRD	VISION	40 FT BUS	1
17001	2015	ELDORADO	AXESS	40 FT HYDROGEN FUEL CELL BUS	2
1216	2016	GILLIG	G27D102N4	40 FT BUS	2
1218	2016	GILLIG	G27D102N4	40 FT BUS	2
1222	2017	GILLIG	G27D102N4	40 FT BUS	2
1223	2017	GILLIG	G27D102N4	40 FT BUS	2
1233	2018	GILLIG	G27D102N4	40 FT BUS	2
1235	2018	GILLIG	G27D102N4	40 FT BUS	2
1236	2018	GILLIG	G27D102N4	40 FT BUS	2
1237	2018	GILLIG	G27D102N4	40 FT BUS	2
1239	2018	GILLIG	G27D102N4	40 FT BUS	2
1241	2018	GILLIG	G27D102N4	40 FT BUS	2
1242	2018	GILLIG	G27D102N4	40 FT BUS	2
1234	2018	GILLIG	G27D102N4	40 FT BUS	2
1238	2018	GILLIG	G27D102N4	40 FT BUS	2
1240	2018	GILLIG	G27D102N4	40 FT BUS	2
1243	2018	GILLIG	G27D102N4	40 FT BUS	2
1244	2019	GILLIG	G31D102N4	40 FT BUS	2
1245	2019	GILLIG	G31D102N4	40 FT BUS	2

1246	2019	GILLIG	G31D102N4	40 FT BUS	2
1247	2019	GILLIG	G31D102N4	40 FT BUS	2
1248	2019	GILLIG	G31D102N4	40 FT BUS	2
1249	2019	GILLIG	G31D102N4	40 FT BUS	2
1250	2019	GILLIG	G31D102N4	40 FT BUS	2
1251	2019	GILLIG	G31D102N4	40 FT BUS	2
1252	2019	GILLIG	G31D102N4	40 FT BUS	2
1254	2019	GILLIG	G31D102N4	40 FT BUS	2
1253	2019	GILLIG	G31D102N4	40 FT BUS	2
1255	2019	GILLIG	G31D102N4	40 FT BUS	2
1256	2019	GILLIG	G31D102N4	40 FT BUS	2
1262	2019	GILLIG	G31D102N4	40 FT BUS	2
1258	2019	GILLIG	G31D102N4	40 FT BUS	2
1259	2019	GILLIG	G31D102N4	40 FT BUS	2
1260	2019	GILLIG	G31D102N4	40 FT BUS	2
1261	2019	GILLIG	G31D102N4	40 FT BUS	2
1263	2019	GILLIG	G31D102N4	40 FT BUS	2
1257	2019	GILLIG	G31D102N4	40 FT BUS	2
1264	2019	GILLIG	G31D102N4	40 FT BUS	2
1265	2019	GILLIG	G31D102N4	40 FT BUS	2
16001	2024	HOMETOWN	STREETCAR	35' FT TROLLEY BUS	2
16002	2024	HOMETOWN	STREETCAR	35' FT TROLLEY BUS	2
16003	2024	HOMETOWN	STREETCAR	35' FT TROLLEY BUS	2
1209	2015	MCI	D4500	45 FT L BUS	1
1211	2015	MCI	D4500	45 FT L BUS	1
1208	2015	MCI	D4500	45 FT L BUS	1
1213	2015	MCI	D4500	45 FT L BUS	1
1210	2015	MCI	D4500	45 FT L BUS	1
1214	2015	MCI	D4500	45 FT L BUS	1
1215	2015	MCI	D4500	45 FT L BUS	1
1228	2017	MCI	D4500	45 FT L BUS	1
1230	2017	MCI	D4500	45 FT L BUS	1
1231	2017	MCI	D4500	45 FT L BUS	1
1229	2017	MCI	D4500	45 FT L BUS	1
1232	2017	MCI	D4500	45 FT L BUS	1
1266	2002	MCI	D4500	45 FT L BUS	1
1275	2002	MCI	D4500	45 FT L BUS	1
1278	2002	MCI	D4500	45 FT L BUS	1
1270	2002	MCI	D4500	45 FT L BUS	1

17002	2024	NEW FLYER	XHE40	40' FT HYDROGEN FUEL CELL BUS	2
17003	2024	NEW FLYER	XHE40	40' FT HYDROGEN FUEL CELL BUS	2
1280	2003	OPTIMA	STREETCAR	29 FT L BUS	2

2.14 CURRENT VEHICLE SYSTEMS

This section provides an overview of MTA's current CAD/AVL system, applications, vehicle types, onboard vehicle systems/equipment, and MTA's technology network infrastructure.

The purpose of this overview is to give the Proposer an idea of the current equipment that is available on the vehicles or as part of the technology infrastructure that may be utilized by the Proposer. The Proposer must offer capability to integrate with existing and concurrent systems such as Genfare, Twin Vision, Luminator, Optibus without compromising efficacy of overall system. The Proposer shall not consider this as an all-inclusive list and MTA is not responsible for determining the fitness or suitability for use of this equipment. It is the responsibility of the Proposer to determine what equipment can be utilized with its proposed solution and take that into account in the pricing section of the proposal. The Proposers may ask questions during the pre-proposal conference or submit in writing for additional information and clarification.

Onboard Systems & Equipment	Qty	Manufacturer/Model
Driver Radio to Dispatch	1	Motorola digital mobile 2-way radio
Mobile Data Terminal (MDT)	2	Moovit TimePro Tablet
Integrated Vehicle Unit (IVU)	0	none
Driver Control Unit	0	none
Camera & DVR System	varies	AngelTrax 12-Channel Vulcan Series with various Vulcan Series Low Profile Cameras
Automatic Vehicle Location (AVL) System	1	Moovit TimePro
Computer Aided Dispatch (CAD) system	1	Optibus
Automatic Passenger Counter (APC)	0	none
Destination/Head Sign	1	Twin Vision Smart Series III Destination/head sign with internal control console
AVA System -	varies	Luminator Infotainment annunciator system with 18.5" IP Monitor
Cellular Wireless Routers	1	Cradle Point R1900 mobile router

Antenna	3	Antenna 1 is a two-way radio antenna ; Antenna 2 is the Cradle Point Router Antenna which is Cellular/WIFI/GPS
Onboard LED Variable Message Sign	0	None
Transit Signal Prioritization	0	none
Farebox	1	Genfare Fast Fare Networking Farebox

2.15 MTA CONTACT

The Successful Vendor shall direct discussions of the Study's progress and any issues or questions that may arise during the performance of this Contract to Jesse Lambert, Purchasing Supervisor. Please contact via email at jlambert@mtaflint.org. MTA reserves the right to assign other staff members to this task as needed.

2.16 PRE-PROPOSAL MEETING

A virtual Teams Pre-Proposal meeting will be held **July 9, 2025, at 1:30 p.m. E.D.T.** To request an invitation to the pre-proposal meeting, please email Jesse Lambert, Purchasing Supervisor jlambert@mtaflint.org.

All Proposers are highly encouraged to attend this Pre-Proposal meeting and sub-consultants are also encouraged to attend.

Proposers will be given additional requirements and instructions for this project. Proposers not in attendance shall be held responsible for any requirements discussed at the Pre-Proposal meeting. No allowance or extra compensation concerning any matter or thing about which the Proposer might have fully informed themselves will be allowed.

2.17 SITE EXAMINATION

Before submitting a proposal, each Proposer shall be responsible for inspecting the work site to arrive at a clear understanding of the conditions under which the work is to be done. The Proposer shall have compared the study site to the Scope of Work and completely understand all conditions affecting the execution of the work.

2.18 PROCUREMENT SCHEDULE

Upon the execution of an MTA Contract Agreement, the MTA Chief Operating Officer will issue a written notice to proceed to the Consultant specifying a date on which the Vendor shall start work.

MTA Notice To Proceed Schedule:

Milestone	Date
Date of Issue	July 2, 2025
Pre-proposal Conference	July 9, 2025, 1:30 PM EDT
Deadline for Written Questions	July 23, 2025, 5:00 PM EDT
Response to Questions	July 30, 2025
Proposals Due	August 6, 2025, 3:00 PM EDT
Initial Evaluation of RFP submittals	August 6 - 15, 2025
Interviews/Demonstrations	August 6 - 15, 2025
Final Evaluation of RFP submittals	August 15 - 29, 2025
Notice of Preliminary Award	September 9, 2025
MTA Board Approval	September 25, 2025
Notice to Proceed (Phase 1)	October 1, 2025

2.19 ANTICIPATED PROJECT SCHEDULE

The Vendor shall diligently perform his work, to complete the entire contract in the shortest possible time and not later than the time stipulated. The “time stipulated” shall mean the completion date set forth in the contract plus any extensions authorized in writing. The Proposer shall include a timeline for each project based on typical industry trends and the Proposer’s experience on projects of these types.

MTA expects a project start of October 1, 2025. The below table provides MTA’s expectation for the implementation of the APC and AVL System. Proposers should recommend an implementation plan that will meet MTA’s timeline.

The APC System and services described in this RFP shall be delivered, installed and made ready for complete operations **within 6 months** after MTA issues the Notice to Proceed.

- a. Vendor must describe their go-live strategy, which shall include their implementation plan.
- b. Project required to be completed by May 1, 2026

APC System/AVL Project Delivery Schedule	
Description	Timeline
APC System/PIDS - Phase 1 Base	
Notice to Proceed/Kick-off	October 1, 2025
Design and Configuration	NTP + 3 Months
Mini Fleet Pilot Test	NTP + 4 Months
Full Fleet Installation and Training	NTP + 5 Months
Testing and Go-live Readiness	NTP + 6 Months
Go-Live and Phase 1 Acceptance	NTP + 7/8 Months
AVL System – Phase 2 Optional	
Notice to Proceed/Kick-off	TBD
Design and Configuration	TBD
Mini Fleet Pilot Test	TBD

Full Fleet Installation and Training	TBD
Testing and Go-live Readiness	TBD
Go-Live and Phase 2 Acceptance	TBD

2.20 **INTERPRETATIONS**

- If Proposer is in doubt as to true meaning of any part of the Proposal Documents, submit a **written** request for interpretation. Proposers submitting a request are responsible for its prompt and actual delivery. Interpretations shall not be made orally.
- Direct all questions in writing to:
Jesse Lambert
jlambert@mtaflint.org
- Any interpretation, correction or change of the Proposal Documents will be made by written addenda emailed electronically prior to the Proposal deadline. Copy of such addendum will be mailed to each individual or entity issued Proposal Documents. All addenda are part of the Proposal Documents. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding and Proposers shall not rely upon such interpretations, corrections and changes.
- It shall be understood and agreed upon by the Vendor that the work shall be completed in every detail, even though every part of each item involved is not completely defined. The Vendor shall be held to provide all labor and materials for the completion of work intended and described.

2.21 **USE OF BRAND OR TRADE NAMES**

The use of brand names, trade names, types, styles, model numbers and serial numbers are intended to be descriptive only and not intended to restrict competition. Specific brand names will be used as a comparative measure of the safety, quality and performance against all proposal submissions. However, other brand names, types, styles, model numbers have to be “equal” and meet the minimum requirements of the OEM.

2.22 **EXAMINATION OF PROPOSAL AND CONTRACT DOCUMENTS**

The Proposer represents that the proposal is based upon the materials, systems and equipment required by the Proposal Documents without exception. The Proposer shall compare existing conditions with the requirements of the Scope of Work. No allowances or extra payment will be made to the Consultant for or on account of costs or expenses occasioned by their failure to comply with the provisions of this sections or by reason of error or oversight on the part of the Contractor or on account of interferences by the MTA’s or other contractor’s activities.

The Proposer represent that they have read and acknowledged that the project schedule along with the related requirements are acceptable.

2.23 **APPROVAL OF SUBCONTRACTORS**

- No Prime Contractor/Vendor whose proposals is accepted shall (a) substitute an subcontractor, or (b) permit any sub-contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal with without advance written approval of MTA. No subcontractor may be replaced without the written approval of MTA.

- MTA reserves the right to reject any subcontractor whom the Owner has experienced poor performance on past projects.

2.24 CUSTOMER SERVICE

Vendor will provide 24/7 support when needed in case of severe emergencies. Vendor must be accessible via phone, web and e-mail, at a bare minimum. Vendor shall respond to MTA's inquiries at a minimum within one business day of receipt of contact for regular non-emergency correspondence. The Maintenance and Technical Support shall include, but not limited to:

- Maintenance and support for APC, and AVL System software
- Upgrades/Patches of APC and AVL System software
- Upgrade Frequency (major and minor releases)
- Maintenance and support for APC and AVL System equipment
- Remote desktop support
- Telephone support
- Service Level support and resolution
- Equipment Response and Resolution
- Software Response and Resolution

2.25 PRODUCT QUALITY

MTA is committed to the principal of zero defects and will insist on that same commitment on the part of the Vendor. The Vendor shall make adequate provisions to ensure that documents, materials and workmanship meets or exceeds the specifications of this RFP. The Vendor shall establish and maintain quality control procedures throughout the entire contract term.

2.26 MINIMUM REQUIREMENTS FOR PRICING

Proposers shall provide a firm fixed price for the performance of this contract as detailed in Section 2. Scope of Work on the Price Proposal Form (Attachment D). Transportation and daily expenses are the responsibility of the Proposer and shall not be included as an additional expense for this contract or be eligible for reimbursement by MTA.

The price shall include all requested deliverables as indicated in Contract Documents RFP 2025-11 and addendums) and any additional services that are included as part of the overall proposed solution. Transportation and daily expenses are the responsibility of the Proposer and shall not be included as an additional expense for this contract or be eligible for reimbursement by MTA.

The Cost Proposal Form and other payment verifications shall be completed in entirety and submitted in a separate file labeled "RFP #2025-11 Cost Proposal".

Prices quoted shall be a firm fixed price from date of contract. Any contract or price revisions shall be based on industry price changes and supported by adequate detail to document same. Any cost revisions shall not be allowed or implemented without prior consent of the MTA Purchasing Department.

It is understood that all proposed prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award and that, if chosen the successful Contractor, the prices will remain firm through the term of the contract.

Any contract or price revisions shall be based on industry price changes and supported by adequate detail to document same. Any cost revisions shall not be allowed if requested or implemented without prior consent of the MTA Purchasing Department. All prices must be FOB

Destination. The Price Proposal Form shall be signed by a duly authorized representative of the Proposer's company.

SECTION 3. PROPOSAL SUBMISSION

3.1 SUBMISSION OF PROPOSALS

Proposers shall send proposals electronically through Bidnet Direct on or before 3:00 P.M. (EDT), August 6, 2025. Proposers must register with Bidnet Direct to upload and submit proposal. Proposals submitted by facsimile or email will not be accepted. Any electronic altering of this RFP shall be grounds for rejection of your submission. All Proposals become the property of the MTA. The MTA will not photocopy your proposal documents for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal. Proposals received in response to this RFP shall be considered received at the time actually received by the addressee or designated agent. **Late proposals shall not be considered.**

The MTA reserves the right to waive any informality in the Request For Proposal; to reject any or all proposals; and to make any award which it considers to be in the best interest of the MTA. The MTA reserves the right to use whatever reasonable and prudent evaluation techniques it deems appropriate.

No Proposal may be withdrawn for a period of ninety (90) days after submission. Any questions or request for clarification regarding this Request for Proposal must be presented by July 23, 2025 and addressed to:

Purchasing Jesse Lambert
Purchasing Supervisor
E-mail: jlambert@mtaflint.org

MTA will consider no telephone inquiries regarding the RFP and will consider no in-person inquiries. In the event that a firm attempts to contact any official, employee or representative of MTA in any manner contrary to the above requirements, said firm may be disqualified for further consideration.

3.2 EQUAL EMPLOYMENT OPPORTUNITY

"Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations."

3.3 INELIGIBLE PROPOSERS

"All Proposers will be required to certify that they are not on the Comptroller General's List of Ineligible Contractors." The successful proposer shall be required to comply with the Mass Transportation Authority's Affirmative Action Plan. The MTA reserves the right to reject any proposal if the contractor fails to comply.

SECTION 4. PROPOSAL CONTENTS AND FORMAT

To enable consistent proposal evaluation, the following Proposal Contents/Format has been developed. Failure to submit the requested documents could result in determining the submission as Non-Responsive and rejected. Proposals shall be submitted in the following format:

4.1 PROPOSAL CONTENT/FORMAT

The following information shall be presented in a clear, comprehensive, and concise manner and in the prescribed format. Clear and effective presentation of information is preferred. In order for MTA to adequately compare and evaluate qualifications objectively, Proposals shall be submitted in accordance with the following format in terms of order. Proposals shall be prepared simply and economically, providing straightforward and concise information.

The submittal shall be printed on 8.5" x 11" paper (unless otherwise noted). The cover sheet shall clearly present the project title, the Proposer's name, and the RFP number. The Proposal shall be double-sided to the extent possible, and consecutively numbered for a maximum total of 200 pages, excluding Certificate Regarding Lobbying, Government-Wide Debarment and Suspension Certification and Certificate of Compliance with FTA Clauses.

Proposers shall not make changes or revisions to their submissions after the submission deadline. It is expected that all of the principals and/or professional staff assigned to the project in the Proposal will perform the work on this Project.

Proposers shall limit their submissions to the following information:

1. Cover Sheet
The cover sheet shall clearly present the project title, the Proposer's name, and the RFP number.
2. Table of Contents
3. A Letter of Interest including:
 - a. the name and address of the Prime Vendor and the state in which it is incorporated and chiefly located;
 - b. the name and address of any Subcontractor, and the state in which each entity is incorporated and chiefly located;
 - c. a brief description of the Proposer (Prime Vendor and Subcontractors) and its interest in performing the required services;
 - d. the name, address, phone and facsimile numbers and e-mail address of the designated contact for the Proposer (Prime Vendor);
 - e. acknowledgment of all addenda to the RFP document (each addendum must be identified); and,
 - f. Signature of a duly authorized official of the Proposer.
4. Price Proposal
The Pricing Proposal (Attachment D) shall include the total pricing for each project. Proposer shall have necessary supporting "price related" data on subsequent documents for MTA to evaluate the Proposer's proposed pricing, including any necessary supporting data. All required (pricing-related) documents shall be included, properly completed and include a detailed explanation. Value-Added services should be included within your offering(s).

5. Scope of Services

This section of the proposal shall include a general discussion of the Proposer's overall understanding of the project and the scope of work proposed. List and describe all proposed systems/subsystems/applications. Proposer must explicitly state the software module name and versions that are proposed.

Provide a concise explanation of the following:

- a. The Proposer's approach, understanding of the project objectives, and the overall tasks required to accomplish the project, including the Proposer's plan for accomplishing the work and meeting project timelines. The Scope of Work described in Section 2 of this RFP generally indicates the work that MTA believes is necessary to be provided by the successful Proposer. **Each Proposer is encouraged to present potential modifications and enhancements to the Scope of Work that it believes to be important in executing the project.**
- b. The Proposer shall outline the methodology and approach for the performance of the tasks identified in the Scope of Work. The project approach shall provide a narrative description for implementing the work tasks as well as any substantive or procedural innovations used by the Proposer on similar projects that are applicable to the services described in this RFP.
- c. A description of the provisions for periodic progress reporting, the manner in which the project will be managed, and the locations at which tasks listed in the Scope of Work and proposed modifications to the Scope will be performed.
- d. A description at a high level the input needed from MTA.

6. Responses to Functional Requirements

This section shall describe in detail the functions and capabilities of the proposed solution. Responses to the functional requirements shall be complete and identify both the capability of the APC and AVL System and the scope of the implementation. Proposers must be ready to demonstrate any functionality during on-site and or virtual demonstration/presentation phase. In addition, describe the following as minimums, but not be limited to:

- Describe proposed APC and AVL System functional architecture
- Describe the functionality of the proposed APC and AVL System
- Single Point Logon
- Presentation of Information to Transit Riders
- Describe how information shall be presented to transit riders (Next bus, bus location etc.)
- Describe the proposed hardware for APC and AVL System
- Describe the Management and Reporting System including all subsystems and applications
- Describe the data communication between the APC and AVL System devices and the Management and Reporting System (Back-office)
- Describe how MTA can configure the Management and Reporting System
- Describe the Graphical User Interface(s) provided for the APC and AVL System, including all subsystems and applications
- Describe the Integration activities/plan with on-board vehicle system, equipment, CAD, external systems, back-office systems
- Describe how mini fleet pilot test will be done

7. Equipment Specifications

This section shall describe the equipment specifications to be provided. The information must include, but not be limited to:

- List equipment manufacturer and provider
- Equipment images etc.
- Equipment features and capabilities

8. The proposer must present, in detail, features and capabilities of the proposed application software and technical environment. In addition, describe the following at a minimum, but not be limited to:

- Describe the proposed level of integration that exists between proposed base software and third-party applications/products
- Describe the Application program interfaces (APIs) that will be provided
- Describe the software features and capabilities, but not limited to:
 - Drill down Capabilities
 - Audit trail Features
- Describe the technical environment necessary for the proposed software
- Optimal and minimum network requirements.
- Optimal and minimum database requirements.
- Optimal and minimum server requirements.
- Optimal and minimum desktop (client) requirements.
- Platforms supported
- What are bandwidth requirements?
- Describe the hosted services to include, but not limited to:
 - Where is the data center and disaster recovery data center located?
 - Number of other users sharing database
 - Number of database instances (please list)
 - Describe network level security
 - Describe physical security of data center
 - Describe security including firewalls, authentication, and architecture of data center
 - Describe back up procedures and testing of backups and other quality assurance processes to ensure the backup is working correctly.
 - Describe process for installing patches and updates
 - Describe process for roll-back of patches and updates if major functionality is broken as a result of the patch and/or update
- Describe proposed application availability service level
- Service desk support services
- User Setup, Authentication and Management processes
- Application support
- Operational support services
- Technology infrastructure services
- Explain service levels that are used to guarantee performance for TARTA through the proposed hosting agreement

9. APC and AVL System Reports

This section will provide a comprehensive list of all standard reports that shall be provided with the proposed APC, and AVL System. The list shall describe the report name, content of the report, and intended audience. In addition, describe the following but not be limited to:

- Describe the reports that are provided “out of the box”
- Describe the reporting tools provided

- Describe the analytical processing tools provided
- Describe the capabilities to export reports to MS Office formats and pdf
- Describe the capabilities to produce graphical reports
- Describe the ability to create ad-hoc reports
- Describe the capabilities to display critical reports or data in dashboard formats
- As part of proposal submittal, the vendor shall describe in details all of the canned reports along with the fields that will be supplied as part of the system. Furthermore, Ad hoc reporting functionality and capability shall be described in detail in the proposal submittal.
- In addition, provide sample reports

10. Installation of APC and AVL System and Equipment

Provide an overview of proposed installation plan/strategy, specifying how and when installation is to be performed. Explain any equipment and personnel MTA is expected to provide.

11. Implementation Plan

This section shall describe the proposed implementation plan. Provide a detailed plan for implementing the proposed APC and AVL System. The plan must include, but not limited to:

- Provide a detailed project management plan
- Proposed roll-out of proposed APC and AVL System and Equipment
- Explanation of advantages AND risks associated with this implementation plan
- Explain the proposed methodology for implementation. This information must include key implementation phases and/or activities
- Description of key deliverables
- Description of how each of the following types of testing will be addressed in the implementation plan:
 - First Article Test (FAT)
 - APC and AVL System Installation Testing
 - APC and AVL System Acceptance Testing
 - "Go-Live" strategy and effort etc.

12. Disaster Recovery and System Backup

Describe the disaster recovery and system backup methods, including available back-up tools and real time redundancy for the software.

13. Training Plan

This section shall include the proposed training plan and a description of all products and services proposed to train the end users.

- Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training for the train the trainer, end users, and technology personnel
- Explain any roles and responsibilities MTA is expected to provide for the training effort including training coordination, train the trainer, training delivery, etc.

14. A description of Proposer's Technical Capabilities, Professional Qualifications and Experience directly related to the Scope of Work of this project.

15. Proposer's Anticipated Schedule

The Proposer's estimate of the time required to complete each of the project deliverable tasks for APC and AVL implementation described the Scope of Work shall be considered in the selection process. The Proposer shall include a chart showing the anticipated schedule with appropriate

milestone submittals based on the Scope of Work. The tasks included in the Scope of Work and any other tasks which the Proposer deems necessary or desirable shall be included as well as provisions for staff review. ***The Proposer shall identify the most important tasks that critically affect the timing of the environmental studies.***

The schedule shall be formatted on 11" x 17" pages, (single-sided sheets) and shall be bound along with the letter size sheets in the submission.

16. A description of Proposer's Professional Qualifications and Experience directly related to the Scope of Work of this project.

17. Key Personnel and their Commitment to the Project:

- a. Team Structure Organizational Chart
- b. Provide a description and organizational chart showing the structure of the Proposer's team, inter-relationships, names of key personnel assigned to the project along with their areas of responsibility, and specific tasks and anticipated duration on the project.
- c. The Organizational Chart shall be formatted on one (1) 11" x 17" page.

18. Example Projects and References

Provide at least three (3) example projects of similar caliber which best illustrate the Proposer's qualifications for the Project.

- a. Describe your experience in completing similar environmental reviews, especially reviews done in Michigan. Transit project experience would be plus.
- b. Include the name and contact information for a person associated with each of the owners or the organizations which contracted for the services who is very familiar with the project and the Proposer's (or Proposers') performance. Alert the reference contact person that MTA staff will be contacting them.
- c. Indicate the start and completion dates of the referenced project(s)
- d. Provide five (5) references. If a reference cannot be reached or does not respond to MTA's request for information, MTA reserves the right to disqualify the relevant project from consideration in its evaluation. MTA may also consider the Proposer's performance on contracts not submitted by the Proposer that MTA is aware of or becomes aware of as a result of reference questionnaires or other means.

19. Fill out and return Notice of Intent (Attachment A) by July 11, 2025 (non-mandatory)

20. Fill out Proposal Submittal Form with Proposal (Attachment B)

21. Fill out and return submittal checklist with Proposal (Attachment C)

22. FEDERAL CERTIFICATIONS (Attachments)

- a. Certificate of Compliance with FTA Clauses
The Certificate of Compliance with FTA Clauses is required only for the Prime Consultant.
- b. Government-Wide Debarment and Suspension Certification
The Government-Wide Debarment and Suspension Certification is only required for the Prime Consultant. However, the Prime Consultant shall verify the following:

To the best of its knowledge and belief, that the Prime Vendor and subcontractors are eligible to participate in covered transactions of any Federal department or agency and are

not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified.

- c. Certificate Regarding Lobbying
The Certificate Regarding Lobbying is required for the Prime Vendor and subcontractors.
- d. Buy America – Build America (BABA) Certification
BABA Certification is required for the Prime Vendor and sub-contractors.
- e. Non-Collusion Affidavit
The Certificate Regarding Lobbying is required for the Prime Vendor and subcontractors.

SECTION 5. SELECTION CRITERIA

5.1 EVALUATION CRITERIA

All proposals received shall be subject to an evaluation by a selection committee for the purpose of selecting the most qualified proposal for the services required. The following factors **in order of importance** will be considered in making the selection. This proposal is a “Best Value” procurement and all proposals received shall be subject to a thorough evaluation by a Selection Committee for the purpose of selecting the most qualified proposal for the services required. MTA will make the award to the responsible Proposer whose proposal is most advantageous to MTA. Accordingly, MTA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest price proposal if doing so would not be in the overall best interest of MTA. *The selection criteria listed below are in Relative Order of Importance:*

- **Key Personnel and Company Experience:** This criterion is a combination of Proposer’s prior experience with APC and AVL technology and the qualifications of the person(s) assigned to perform the tasks. The qualifications of professional personnel will be measured by experience on similar transit projects that is described in this RFP. The Selection Committee will consider the reputation and past performance of the Proposer as presented in the Proposal or as is determined by review of information available from references and/or other resources.
- **Technical Capabilities:** This criterion refers to the Proposer’s technical capabilities, the solution’s functional requirements and technical proficiency, functionality and ease of reports, and the ability to best meet the Scope of Work outlined in Section 2.
- **Work Schedule:** This criterion refers to the time frame in which the Proposer would be prepared to begin work for MTA and the proposed completion of the studies for each project. The Selection Committee will review the proposed project schedule of completion. Project schedules that fulfill the requirements with evidence that the schedule can be accomplished may receive higher points for this criterion.
- **Price Proposal:** This criterion refers to the overall cost of the proposed projects as well as a detailed cost breakdown based on the scope of work.
- **Project Implementation and Approach:** This criterion is a combination of the Proposer’s implementation and approach to the project and deliverables.
- **Quality of Organization/Management to Accomplish the Services:** This criterion refers to the Proposer’s overall organization and considers key components such as organizational reporting

structure, quality control, quality assurance, and technical support. Also, the quality of the Proposal submission and response.

5.1 BEST AND FINAL OFFER

After evaluations, Proposers in the competitive range may be given the opportunity to modify their proposal by submitting a Best and Final Offer (BAFO). The BAFO shall fully comply with the RFP, including all Addenda. Final determination of acceptability of any proposal will be made by the Selection Committee on the information contained therein. The request for BAFOs shall include:

- Notice that this is the opportunity for submission of a BAFO;
- A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs;
- Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the Request for Proposal;
- Notice that if Proposers do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous Offer will be construed as their BAFO.

Any modifications to the initial proposals made by a Proposer in its BAFO shall be identified in its BAFO. After receipt of BAFOs, MTA reserves the right to (a) reopen negotiations; or (b) accept improvements to, enhancements of or other revisions to any proposal or alternate proposal at any time if it deems such to be in its best interest. BAFOs will be evaluated by the MTA according to the same requirements and criteria as the initial proposal selection process. MTA will make appropriate adjustments to the initial scores for any sub-criteria and criteria which have been affected by any proposal modifications made by the BAFOs.

MTA will then choose that proposal which it finds to be most advantageous to the MTA based upon the evaluation criteria. The results of the evaluations and the selection of a proposal for any award will be documented.

The MTA reserves the right to make an award to a Proposer whose proposal it judges to be most advantageous to the MTA based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs. No Proposer shall have any rights against MTA arising at any stage of the solicitation from any negotiations that take place, or from the fact that MTA does not select a Proposer for negotiations.

5.2 PRESENTATION AND INTERVIEWS (IF NECESSARY)

Proposers whose evaluation scores are in the competitive range for this project may be invited to present a demonstration to and be interviewed by the Selection Committee. In the event of inclement weather, MTA may reschedule presentations and interviews. Proposers shall follow the guidelines set forth below when preparing for their interviews.

1. The Proposer's presentation shall last a maximum of one hour, and the Selection Committee will use additional time for the interview.
2. The Firm's presentation shall cover the following areas within the time limit:

- a. Understanding of the Scope of Work and Project Objectives:

Based on the Scope of Work and the information presented in the RFP, the oral presentation shall include a thorough review of the Proposer's perception of the project. Potential modifications and additional enhancements, which the Proposer deems appropriate and necessary for the success of the project, may also be included. The Proposer shall elucidate the organizations support capabilities and the methods developed by the Proposer to coordinate and control projects to ensure delivery and coordination with others working on the project.
 - b. Work Schedule:

Based on the Scope of Work and expanding upon the approach to the project provided in the RFP submission, the presentation shall include a detailed review of the project completion schedule.
 - c. Previous Experience:

A summary of at least three (3) recent projects that members of the Proposer's team have completed shall be presented. Examples shall demonstrate the Proposer's involvement in projects as similar as possible to the Scope of Work set forth in this RFP. For each project discussed, the Proposer shall review its objectives, the Proposer's approach, the schedule, current status, etc.
3. The Proposer shall provide an electronic copy of the presentation to MTA at the conclusion of the interview.

SECTION 6. GENERAL PROPOSAL CONDITIONS

6.1 NOTICE OF FORMAL SOLICITATION

Notwithstanding any other provision of this RFP, all proposers are hereby specifically advised that this RFP is a form solicitation for proposals only and is not intended and it not to be construed as an offer to enter into an agreement or engage into any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule or regulation.

6.2 METHOD OF RESPONSE

Responses to this RFP shall be made according to the scope of work and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.

6.3 ACCEPTANCE OF TERMS AND CONDITIONS

Contractors understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP, except as otherwise specified in the proposal. Any and all parts of the submitted proposals may become part of any subsequent Agreement between the selected Contractor and the MTA.

6.4 FALSE, INCOMPLETE OR UNRESPONSIVE STATEMENTS

False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirement will be MTA's responsibility and its judgment shall be final.

6.5 CLEAR AND CONCISE SUBMISSION

Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of the RFP. Each proposal shall be submitted in the requested format and provide all required information, including but not limited to information, if requested, relating to capability, experience, financial resources, management structure and key personnel, and other information as specified in Section 2 and outlined in Section 4 and otherwise required in this RFP. **Each proposal shall be signed in ink by a duly authorized officer of the company.**

SECTION 7. INFORMATION FOR THE CONTRACTOR

7.1 CONTRACT DOCUMENTS

The "Request For Proposal", the "Proposer's Proposal", the "Contract", the "General Terms and Conditions", and the "Scope of Work", are the contract documents that will form the Contract. Contractors should examine each of the contract documents.

7.2 DATE AND PLACE FOR DELIVERING PROPOSALS

Pursuant to the "Request For Proposal" sealed proposals will be received electronically through Bidnet Direct on or before 3:00 PM (EDT), August 6, 2025. The awarding of the Contract, if awarded, will be made by MTA as soon thereafter as practicable.

7.3 PRINTED FORM FOR PROPOSALS

All Proposals must conform to Section 2 and Section 4, and must be signed and acknowledged by the party, in accordance with the directions in this RFP.

7.4 OMISSIONS AND DISCREPANCIES

Should a proposer find discrepancies in, or omissions from the Scope of Work of Contract documents, or should he be in doubt as to their meaning, he should at once notify the Purchasing Agent who may send a written instruction to all proposers.

7.5 ACCEPTANCE OR REJECTION OF PROPOSALS

The MTA reserves the right to reject any or all proposals without limiting the generality of the foregoing. Any proposal which is incomplete, obscure or irregular may be rejected.

7.6 ACCEPTANCE OF PROPOSALS AND THE EFFECT

Within ninety (90) days after the opening of the proposals, MTA will act upon them. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the MTA, and no other act of the MTA shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful proposer to receive the Contract. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the General Manager.

7.7 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

Any Consultant whose submission shall be accepted will be required to appear at the office of MTA in person, or, if a firm or corporation, a duly authorized representative shall so appear, and to execute the Contract within seven (7) days after notice that the Contract has been awarded. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the proposal.

7.8 NEWS RELEASES

News releases pertaining to this RFP or the project to which it relates, will not be made without prior Authority approval.

7.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Any reservations on the use of data contained in the Proposal shall be clearly stated in writing. MTA will attempt to comply with the Proposer's designation of proprietary/confidential information. However, MTA may not be able to withhold a record (data, document, etc.) or deny access to a record requested by an individual (the public) when an obligation is imposed upon MTA under state and/or federal law. MTA's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under state and/or federal law. Records which the Proposer considers trade secrets and privileged or confidential must be identified by the Proposer as indicated above.

7.10 PRIME CONTRACTOR RESPONSIBILITIES

The selected Contractor will be required to assume responsibility for all requested deliverables as indicated in Section 2.0 regardless of who produces them. Further, MTA will consider the selected company to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Contractor and/or subcontractor shall give a copy of their State of Michigan Contractor License and permits from governmental agencies as required upon notification of award.

The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from MTA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the MTA. The clause applies to both DBE and non-DBE subcontracts.

Retainage:

The Retainage for this project is ten percent (10%). The prime Contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the MTA. This clause applies to both DBE and non-DBE subcontracts.



GENERAL TERMS & CONDITIONS

1. ***CONTRACT:***

The Contract resulting from the acceptance of this order is to be construed according to the laws of the State of Michigan and is non-assignable by Contractor except upon prior written approval of the Buyer.

2. ***WARRANTY:***

Contractor expressly warrants that all materials and work covered by an order will conform to the specifications, drawings, samples or other description furnished or specified by the Buyer, and will be merchantable, of good materials and workmanship and free from defect and fit for the purposes intended. Contractor expressly warrants that all the material covered by an order which is product of Contractor, or is in accordance with Contractor's specifications, will be for and sufficient for purposes intended. All labor, materials, and systems shall function at levels meeting or exceeding operational design specifications, and shall be fully warranted for one year.

3. ***POTENTIALLY HARMFUL INGREDIENTS:***

Contractor agrees to promptly furnish to Buyer, 1) Upon written request a list of all ingredients in materials purchased there under, and as necessary, the amount of one or more ingredients; and 2) Thereafter, information concerning any changes in such ingredients.

4. ***TERMINATION FOR DEFAULT:***

MTA reserves the right to cancel all or any part of the work covered by the agreement and/or purchase order, 1) if Contractor does not make deliveries as specified in the schedules; or 2) so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from Buyer specifying such failure; or 3) refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time; or 4) if Contractor breaches any of the terms hereof, including the warrants of Contractor. Should cancellation be made for cause, MTA reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at Contractor's expense. Contractor shall be liable for any other damages suffered by the Buyer as result of any breach by the Contractor in the performance of an Agreement.

MTA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case,

the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to MTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from MTA setting forth the nature of said breach or default, MTA 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 MTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

5. ***TERMINATION FOR CONVENIENCE:***

MTA reserves the right to terminate an agreement, in whole or in part, at any time by written notice to Contractor when it is in Buyer's best interest. Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to Buyer to be paid the Contractor. If Contractor has any property in its possession belonging to the Buyer, Contractor shall account for the same, and dispose of it in the manner Buyer directs.

Termination for Convenience or Default (Architect and Engineering)

MTA may terminate this contract in whole or in part, for the MTA's convenience or because of the failure of the Contractor to fulfill the contract obligations. The MTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the MTA 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. MTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the MTA, the MTA's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the MTA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the MTA.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of MTA.

6. ***INSPECTION:***

All material shall be received subject to Buyer's inspection and rejection. Defective material or materials not in accordance with Buyer's specifications will be held for Contractor's instructions and at Contractor's expense. Payment for material on an order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Contractor's responsibility for latent defects.

7. ***CHANGE IN SPECIFICATIONS:***

Buyer reserves the right at any time, to make changes in drawings and specifications as to any material and/or work covered by an order and/or schedules. Any difference in price or performance time resulting from such changes shall be equitably adjusted and/or schedule shall be modified, in writing, accordingly.

8. ***REMEDIES***

The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver or breach of any provisions of an order shall constitute a waiver of any other breach or such provision.

9. ***INSURANCE:***

If the accomplishment of an order requires the performance of services or labor on the premises of Buyer, Contractor agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property growing out of the performance of this Contract by Contractor, its servants, employees, agents or representatives. Contractor agrees to carry and to furnish certificates from its insurance carriers showing that it carries valid insurance in the following minimum limits:

- A. Workmen's Compensation-statutory limits for State of Michigan or for the state in which the work is to be performed.
- B. General Public Liability \$2,000,000. and Property Damage \$2,000,000.
- C. Automobile Public Liability \$2,000,000. and Property Damage \$2,000,000.

Said certificates must set forth the amount of coverage, number of policy, and date of expiration. If Contractor is a self-insurer, the certificate of the appropriate state agency of the state must be furnished by such agency directly to Buyer. The purchase of such insurance coverage or the furnishing of the aforesaid certificates shall not be a satisfaction of Contractor's liability thereunder or in any way modify Contractor's indemnification of Buyer.

10. ***ADVERTISING:***

Contractor shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact the Contractor has contracted to furnish Buyer the material herein ordered. Failure to observe this provision permits Buyer to terminate the Contract

resulting from the acceptance of an order without any obligation to accept deliveries after the date of termination or make further payments except from completed articles delivered prior to termination.

11. ***STATE APPROVAL:***

If the articles covered by an order require approval for the sale and/or use thereof by State statute or regulations, Contractor certifies it has or will obtain an approval for their sale and/or use from the appropriate agency of the State. Contractor will submit to Buyer a copy of each such approval for sale and/or use.

12. ***GOVERNMENT REGULATIONS:***

In the performance of work under an order, Contractor agrees to comply with all applicable Federal, State, or Local laws, rules, regulations or ordinances.

13. ***EXEMPTION FROM TAXES:***

The Mass Transportation Authority, is tax exempt under Public Act No. 551963, Section 8. The vendor certifies that all such taxes are not included in the prices shown herein.

14. ***FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS:***

(1) The contractor certifies that it: (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

15. ***INTEREST OF MEMBERS OF STATE LEGISLATURE:***

No member of the State Legislature shall be admitted to any share or any part of a Contract or any benefit arising there from.

16. ***AUDIT & INSPECTION OF RECORDS BY MICHIGAN DEPARTMENT OF TRANSPORTATION:***

The Contractor shall permit authorized representatives of the State or Federal government to inspect and audit all data and records of the Contractor relating to its performance under a Contract until expiration of three (3) years after final payment under this Contract.

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and the State of Michigan and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and the State of Michigan and its contractors access to the sites of performance under this contract as reasonably may be required.

17. ***ADDITIONAL REQUIREMENTS OF MICHIGAN DEPARTMENT OF TRANSPORTATION:***

The Contractor agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts”, as set forth in Appendix A, attached hereto and made a part hereof. The Contractor further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any subcontractor employed in the performance of this Contract.

18. ***EQUAL EMPLOYMENT OPPORTUNITY:***

In connection with Project implementation, the Contractor may not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, disability, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert this same clause in all subcontracts.

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 recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

19. ***DISADVANTAGED BUSINESS ENTERPRISES***

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 agency's overall goal for DBE participation is 1.24%.

Each contract MTA signs with a Contractor, (and each subcontract the Prime Contractor signs with a subcontractor) shall include the following assurances:

B. The Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of a contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of all DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may include, but is not limited to:

- Withholding monthly progress payments
- Assessing sanctions
- Liquidated damages; and/or
- Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- Or such other remedy as MTA deems appropriate.

C. Each Contract the MTA signs with a Contractor (and each subcontract the Prime Contractor signs with a subcontractor) shall include a clause requiring the Prime Contractor to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment MTA makes to the Prime Contractor.

D. PROMPT PAYMENT MECHANISM: 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 Contractor receives from MTA. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the MTA. This applies to both DBE and non-DBE subcontracts.

E. RETAINAGE: The Prime Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the MTA. This clause applies to both DBE and non-DBE subcontracts.

F. MONITORING AND ENFORCEMENT: The Prime Contractor shall maintain records and documents of payments to DBEs for three (3) years following the performance of the Contract. These records shall be available for inspection upon request by any authorized representative of the MTA or USDOT.

20. ***CIVIL RIGHTS AND EQUAL OPPORTUNITY:***

MTA is an Equal Opportunity Employer. As such, the MTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the MTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. The Contractor shall comply and assure the compliance by subcontractors under this Contract with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d; Department of Transportation regulations, "*Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act*", 49 C.F.R. Part 21.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of

1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

21. ***ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES:***

The CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

The CONTRACTOR also agrees to comply with all applicable provisions of section 04 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 programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the CONTRACTOR agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, “*Transportation Services for Individuals with Disabilities (ADA)*”, 49 C.F.R. Part 37;

(2) U.S. DOT regulations, “*Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance*”, 49 C.F.R. Part 27;

(3) U.S. DOT regulations, “*Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles*”, 49 C.F.R. Part 38;

(4) Department of Justice (DOJ) regulations, “*Nondiscrimination on the Basis of Disability in State and Local Government Services*”, 28 C.F.R. Part 35;

- (5) DOJ regulations, “*Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities*”, 28 C.F.R. Part 36;
- (6) General Services Administration regulations, “*Accommodations for the Physically Handicapped*”, 41 C.F.R. Subpart 101-19;
- (7) Equal Employment Opportunity Commission, “*Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*”, 29 C.F.R. Part 1630;
- (8) Federal Communications Commission regulations, “*Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled*”, 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;
- (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

22. ***DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS:***

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act 29 C.F.R. Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That

the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(ii)(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(ii)(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(1)(ii), (B), or (C) of this section, shall be paid to all workers performing work in the classification under contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(v)(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(v)(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(v)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v)(B) or (C) of this section, shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

(2) **Withholding** - The MTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal Contract with the same Prime Contractor or any other Federally-Assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the MTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(3)(ii)(A) Each week any contract work is performed, the Contractor shall submit a weekly copy of all payrolls to the MTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number

029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(3)(ii)(B) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(3)(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(3)(ii)(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3)(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a

State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(4)(ii) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination

for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(4)(iii) Equal Employment Opportunity - The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

(5) Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

(7) Contract termination: Debarment - A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(10)(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(10)(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

23. ***RIGHTS IN DATA:***

- A. The term “subject data” as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: Computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.
- B. The following restrictions apply to all subject data first produced in the performance of this Agreement:
1. Except for its own internal use, the MTA may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the MTA authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to Agreements with academic institutions.
 2. As authorized by 49 C.F.R. Part 18.34, the Government (FTA) reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - (a) Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 - (b) Any rights of copyright to which a Recipient, sub-recipient, or a third party contractor purchases ownership with Federal assistance.
- C. When FTA provides assistance to a Recipient for a Project involving planning, research, development, or a demonstration, it is FTA’s intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, the Recipient of FTA assistance to support planning, research, development, or a demonstration financed under Section 49I), 6, 8, 9, 18, 18(h), or 20 of the Urban Mass Transportation Act of 1964, as amended, understands and agrees that, in addition to the rights set forth in Subsection 119.b.(2) of Part II of this Agreement, FTA may make available to any FTA recipient, sub-grantee, sub-recipient, third party contractor, or third party subcontractor, either FTA’s license in the copyright to the “subject data” derived under this Agreement or a copy of the “subject data” first produced under this Agreement.
- D. The Recipient shall indemnify, save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any

liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.

- E. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- F. Subsections 119.b., 119.c., and 119.d. of Part II of this Agreement are not applicable to material furnished to the Recipient by the Government and incorporated in the work furnished under the Agreement; provided that such incorporated material is identified by the Recipient at the time of delivery of such work.
- G. In the event that the Project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined in Subsection 119.a. of Part II of this Agreement and shall be delivered as the Government may direct.

24. ***BUY AMERICA:***

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica> The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

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

25. ***BUS TESTING:***

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

26. ***DEBARMENT AND SUSPENSION:***

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. 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 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the

requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. ***RESTRICTIONS ON LOBBYING:***

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

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

28. ***CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS:***

As required by 46 C.F.R. Part 381, the Contractor agrees --

- (1) To utilize privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
- (3) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

29. ***ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS:***

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247. The Contractor recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: The National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. 9601 et seq. The Contractor also recognizes that the Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA) and other agencies of the Federal Government have issued and are expected in the future to issue requirements in the form of regulations, guidelines, standards, orders, or other directives that may effect the Project. Accordingly, the Contractor agrees to adhere to, and impose on its sub-contractors, any such Federal requirements, as the Government may now or in the future promulgate.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with **section 6002 of the Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines."

30. ***ENERGY CONSERVATION:***

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

31. ***SAFE OPERATION OF MOTOR VEHICLES:***

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned"

and “company-leased” refer to vehicles owned or leased either by the Contractor or the MTA. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

32. ***SUBSTANCE ABUSE REQUIREMENTS:***

Contractors who perform *safety-sensitive functions* must comply with FTA’s substance abuse management program under 49 C.F.R. part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.” Under 49 C.F.R. § 655.4, *Safety-sensitive function* means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver’s License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, Contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs.”

33. ***BOND REQUIREMENTS:***

THE FOLLOWING BONDING REQUIREMENTS SHALL BE ENFORCED FOR CONSTRUCTION OR FACILITY IMPROVEMENT CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000.00:

Bid Bond Requirements

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to MTA and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder. Bid guarantee shall be the equivalent to five (5) percent of the bid price.

(b) Rights Reserved

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

It is also understood and agreed that if the undersigned bidder 1) should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of MTA, 2) should refuse or be unable to enter into this Contract, as provided above, 3) refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or 4) refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of MTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by MTA) shall prove inadequate to fully recompense MTA for the damages occasioned by default, then the undersigned bidder agrees to indemnify MTA and pay over to MTA the difference between the bid security and MTA's total damages, so as to make MTA whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent (100%) of the original Contract price, unless the MTA determines that a lesser amount would be adequate for the protection of the MTA.
2. The MTA may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent (100%) of the increase in Contract price. The MTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the labor and materials payment bonds shall equal to the full value of the contract must be furnished by the contractor to Recipient as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized

under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

2. If the original Contract price is \$5 million (5,000,000.) or less, the MTA may require additional protection as required by subparagraph 1, if the Contract price is increased.

34. ***PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:***

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, “*Program Fraud Civil Remedies*”, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- (4) The MTA must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the MTA is located if the MTA has knowledge that a principal, officer, employee, agent, or subcontractors at any tier, or other person potentially may have submitted a false claim under the False Claims Act, 31 U.S.C. §3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving Federal assistance.

35. ***SEISMIC SAFETY:***

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

36. ***CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:***

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

37. ***FLY AMERICA:***

Shipments of federally assisted property by air carrier will require provisions to ensure compliance with section 5 of the International Air Transportation Fair Competitive Prices Act of 1974, as amended, ("Fly America" Act), 49 U.S.C. Section 40118, and GSA regulations, "Use of United States Flag Air Carriers", 41 C.F.R. Sections 301-10.131 through 301-10.143. The regulations require shipment by U.S. flag air carriers unless such air carriers are not reasonably available within the standards of GSA's implementing regulations. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

The Contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

38. ***SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS:***

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

39. ***CONSTRUCTION SAFETY:***

The Contractor shall ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The

requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

40. ***VIOLATION AND BREACH OF CONTRACT:***

MTA shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.
5. The MTA must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located if a current or prospective legal matter that may affect the Federal Government emerges. The MTA must include a similar notification

requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§180.220 and 1200.220.

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

(B) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

41. ***NO OBLIGATION BY THE FEDERAL GOVERNMENT:***

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting to the underlying Contract.

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

42. ***INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:***

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G, and as amended 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 MTA requests which would cause MTA to be in violation of the FTA terms and conditions.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this Contract.

43. ***METRIC SYSTEM REQUIREMENTS:***

As required by U.S. DOT or FTA, the MTA agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the MTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

44. ***RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:***

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

45. ***VETERANS PREFERENCE***

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

46. ***PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS***

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

47. ***RECYCLED PRODUCTS***

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA),

“Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

48. ***PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT***

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, Or systems that users covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

I. For the purpose of public safety, security of government facilities, physical security surveillance of

critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

II. Telecommunications or video surveillance services provided by such entities or using such equipment.

III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1),

heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information.

49. ***SIMPLIFIED ACQUISITION THRESHOLD***

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

50. ***SEVERABILITY***

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

51. ***TRAFFICKING IN PERSONS***

The contractor agrees that it and its employees that participate in the Recipient’s Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient’s Award is in effect; or
- (c) Use forced labor in the performance of the Recipient’s Award or subagreements thereunder.

ATTACHMENTS

ATTACHMENT A - NOTICE OF INTENT

Please complete and return this form if your intention is to participate in the RFP# 2025-11. This form should be completed and returned by July 11, 2025. This form is not mandatory in order for a Proposer to submit a proposal. Returning this form ensures that you will receive any additional information that may be released regarding this RFP should it be deemed necessary.

Jesse Lambert

Mass Transportation Authority

1401 S. Dort Highway

Flint, MI 48503

Please Scan and Email the Form to:

Date	
Company Name	
Company Address	
City, State, Zip-Code	
Phone Number	
Email Address	
Company Website	
Contact Name	
Contact Signature	
Contact Title	

ATTACHMENT B – PROPOSAL SUBMITTAL FORM

Failure to complete this form will result in your Proposal being deemed nonresponsive and rejected without further evaluation.

TO: MASS TRANSPORTATION AUTHORITY (MTA)

The Undersigned hereby offer and agrees to furnish the service in compliance with all terms, scope of work, conditions, specifications, and addenda in the RFP.

ADDENDA:

The Undersigned has read and understands the RFP with all exhibits thereto, together with any written addendum issued in connection with any of the above. The Undersigned hereby acknowledges receipt of the following addenda:

(Write “None” if none.)

In addition, the Undersigned has fully and accurately completed all required forms.

OBLIGATION:

The Undersigned, by submission of this Offer, hereby agrees to be obligated, if selected to provide the stated services to the MTA, for the term stated herein, and to enter into an Agreement with the MTA, in accordance with the Conditions, Scope, and Terms, together with any written addenda as specified above.

NONCOLLUSION:

The Undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other person or entity, or which otherwise make a Proposal.

SUBMITTAL REQUIREMENTS:

The Undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

I certify that I have the legal authorization to bind the firm hereunder:

Company Name:	
Address:	
City, State, Zip:	
Authorized Signature:	
Printed Name:	
Title:	

Attachment C – RFP 2025-11 - Checklist for Proposal Submission

Deadline: August 6, 2025 at 3:00pm (*A Proposal will be automatically rejected if it is received after the stated deadline.*)

All forms/Certifications below MUST be completed and included when you submit your Proposal Package:

- ☐ Proposal Submittal Form Package
- ☐ Letter of Interest
- ☐ Completed Price Proposal Form (Signed)
- ☐ Professional Qualifications, Professional Personnel and Company Experience
- ☐ Approach to Project Goals and Tasks
- ☐ Schedule/Timeline
- ☐ Project Organization Chart
- ☐ Functional Requirements
- ☐ Equipment Specifications
- ☐ Technical Capabilities
- ☐ APC and AVL System Reports
- ☐ Installation of APC and AVL
- ☐ Implementation Plan
- ☐ Provided detailed examples of three (3) projects of similar work completed
- ☐ Provide five (5) references of similar work completed
- ☐ Certification Regarding Lobbying
- ☐ Debarment and Suspension Certification for Prospective Contractors
- ☐ Certificate of Compliance
- ☐ Non-Collusion Affidavit
- ☐ Buy America Build America Certification
- ☐ Submittal Checklist

See Sections 2 and 4 for more detailed information on Proposal submission and format.

Received by: _____

ATTACHMENT D - PRICE PROPOSAL FORM

RFP 2025-11

(This form must accompany your Proposal). Failure to complete this form shall result in your Proposal being deemed nonresponsive and rejected without any further evaluation. The Price Proposal form includes pages 67-79.

Notes: _____

PROPOSER INFORMATION

Company _____

Address: _____

Email Address: _____

Phone Number: _____

Printed Name: _____

Title: _____

Signature: _____

Instructions

1	PLEASE NOTE THAT THE TERM "OPTIONAL" APPLIES TO MTA'S SELECTION OF THESE ITEMS AS OPTIONAL; THE PROPOSER MUST SUBMIT DETAILS AND COSTS FOR ALL OPTIONAL ITEMS.
2	The Proposer is responsible for ensuring all calculations are accurate on each sheet (Formulas, Sub-totals, Summary Totals, Totals by Section etc.)
3	If required additional "ROWS" may be inserted in tables to include additional line items.
4	If Microsoft Excell or Adobe PDF forms are submitted, Proposer is required to "SIGN AND DATE" each tab of the Price Schedule.

MTA

Automatic Passenger Counters Equipment (SHEET 2)

PLEASE NOTE THAT THE TERM "OPTIONAL" APPLIES TO MTA'S SELECTION OF THESE ITEMS AS OPTIONAL; THE PROPOSER MUST SUBMIT DETAILS AND COSTS FOR ALL OPTIONAL ITEMS.

MTA Fixed-Route Equipment - APC			
Product/Description	Unit Price	Qty	Total
Automatic Passenger Counter			\$
Other Equipment and Systems (Please provide description and cost break-down)			\$
			\$
			\$
			\$
			\$
Sub-Total			\$

Additional Fixed Route Onboard Equipment			
Product/Description	Unit Price	Qty	Total
Other Equipment and Systems (Please provide description and cost break-down)			\$
			\$
			\$
			\$
			\$
Total			\$

Onboard Equipment Total	\$	-
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APC Onboard Equipment Installation	
Product/Description	Total
Installation - APC	\$
Other costs (Please provide description and cost break down)	\$
	\$
	\$
	\$
Total	\$

Product/Description	Base Years					Base Total Only
	1	2	3	4	5	
Equipment Maintenance & Technical Support - APC						\$
Total Equipment Maintenance & Technical Support	\$	\$	\$	\$	\$	\$
Equipment Warranty - APC	Years					\$
Total Equipment Warranty	Years	\$	\$	\$	\$	\$

Mass Transportation Authority
Phase 1 - Automatic Passenger Counters (SHEET 3)
Integration and Implementation Cost

Integrations / Application Programming Interfaces	
Product/Description	Total
Integration with current systems	\$
List Integrations and Application Programming Interfaces. (Please provide description and cost break down)	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

Implementation	
Product/Description	Total
Project Management	\$
Design Reviews	\$
Full System Testing	\$
Training	\$
Documentation	\$
Other implementation costs (Please provide description and cost break down)	\$
	\$
	\$
Total	\$

Mass Transportation Authority

Phase 1 - Automatic Passenger Counters Spare Equipment (SHEET 4)

[illegible]

Mass Transportation Authority
Automated Vehicle Location (SHEET 5)

Software Licenses & Applications / Software Maintenance & Technical Support/ Hosting Services

PLEASE NOTE THAT THE TERM "OPTIONAL" APPLIES TO MTA'S SELECTION OF THESE ITEMS AS OPTIONAL; THE PROPOSER MUST SUBMIT DETAILS AND COSTS FOR ALL OPTIONAL ITEMS.

Software Licenses & Applications						
Product/Description	Base Years					Base Total Only
	1	2	3	4	5	
Provide description of Software Licenses/Applications to be Hosted						
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
Total	\$	\$	\$	\$	\$	\$

Product/Description	Base Years					Base Total Only
	1	2	3	4	5	
Software Maintenance & Technical Support						\$
Hosting Services						\$

Mass Transportation Authority
Automated Vehicle Location Equipment (SHEET 6)

PLEASE NOTE THAT THE TERM "OPTIONAL" APPLIES TO MTA'S SELECTION OF THESE ITEMS AS OPTIONAL; THE PROPOSER MUST SUBMIT DETAILS AND COSTS FOR ALL OPTIONAL ITEMS.

MTA Fixed-Route Equipment			
Product/Description	Unit Price	Qty	Total
Automatic Vehicle Location			\$
			\$
Other Equipment and Systems (Please provide description and cost break-down)			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Sub-Total			\$

Additional Equipment			
Product/Description	Unit Price	Qty	Total
Other Equipment and Systems (Please provide description and cost break-down)			\$
			\$
			\$
			\$
			\$
Sub-Total			\$

Total	\$
--------------	-----------

Equipment Installation	
Product/Description	Total
Installation - Fixed Route	\$
	\$

Other costs (Please provide description and cost break down)	\$
	\$
	\$
Total	\$

Product/Description	Base Years					Base Total Only
	1	2	3	4	5	
Equipment Maintenance & Technical Support						\$
Equipment Warranty	Years					\$

Mass Transportation Authority
Automated Vehicle Location - Optional (SHEET 7)

PLEASE NOTE THAT THE TERM "OPTIONAL" APPLIES TO MTA'S SELECTION OF THESE ITEMS AS OPTIONAL; THE PROPOSER MUST SUBMIT DETAILS AND COSTS FOR ALL OPTIONAL ITEMS.

Integration and Implementation Cost

Integrations / Application Programming Interfaces	
Product/Description	Total
Integration with Exterior Vehicle Destination	\$
Integration with Fare Collection System	\$
Integration with Optibus for Scheduling	\$
Integration with Cellular Mobile Data Communications System	\$
On-board Single Sign-On	\$
List other Integrations and Application Programming Interfaces. (Please provide description and cost break down)	\$
	\$
	\$
	\$
	\$
Total	\$

Implementation	
Product/Description	Total
Project Management	\$
Design Reviews	\$
Full System Testing	\$
Training	\$
Documentation	\$
Travel and other expenses	\$
Other implementation costs (Please provide description and cost break down)	\$
	\$
	\$
Total	\$

Mass Transportation Authority

Automated Vehicle Location Spare Equipment – Optional (SHEET 8)

PLEASE NOTE THAT THE TERM "OPTIONAL" APPLIES TO MTA'S SELECTION OF THESE ITEMS AS OPTIONAL; THE PROPOSER MUST SUBMIT DETAILS AND COSTS FOR ALL OPTIONAL ITEMS.

[illegible]

Reference TAB(s)	TOTALS - Automatic Passenger Counters (Base & Option Years)			
		Base Total	Optional Years Total	Grand Total
SHEET 1	Software Licenses & Applications	\$		\$
SHEET 1	Software Maintenance & Technical Support	\$		\$
SHEET 1	Hosting Services	\$		\$
SHEET 2	Automatic Passenger Counters and On-board Passenger Information Display System Equipment	\$		\$
SHEET 2	Automatic Passenger Counters and On-board Passenger Information Display System Equipment - Installation	\$		\$
SHEET 2	Automatic Passenger Counters and On-board Passenger Information Display System Equipment - Maintenance & Technical Support	\$		\$
SHEET 2	Automatic Passenger Counters and On-board Passenger Information Display System Equipment- Warranty	\$		\$
SHEET 3	Intergrations / Application Programming Interfaces	\$		\$
SHEET 3	Implementation	\$		\$
SHEET 4	Equipment Spare Parts	\$		\$
	Grand Total	\$		\$

Reference TAB(s)	TOTALS - Automated Vehicle Location - Optional			
		Base Total	Optional Years Total	Grand Total
SHEET 5	Software Licenses & Applications	\$		\$
SHEET 5	Software Maintenance & Technical Support	\$		\$
SHEET 5	Hosting Services	\$		\$
SHEET 6	Computer Aided Dispatch and Automated Vehicle Location Equipment	\$		\$
SHEET 6	Computer Aided Dispatch and Automated Vehicle Location Equipment - Installation	\$		\$
SHEET 6	Computer Aided Dispatch and Automated Vehicle Location Equipment - Maintenance & Technical Support	\$		\$
SHEET 6	Computer Aided Dispatch and Automated Vehicle Location Equipment - Warranty	\$		\$
SHEET 7	Integration / Application Programming Interfaces	\$		\$
SHEET 7	Implementation	\$		\$
SHEET 8	Equipment Spare Parts	\$		\$
	Grand Total	\$		\$

					Base Total	Optional Years Total	Grand Total
	Phase 1 - Automatic Passenger Counters and Passenger Information Display System(s)				\$		\$
	Phase 2 - Computer Aided Dispatch and Automated Vehicle Location - Optional				\$		\$
	Grand Total				\$		\$

ATTACHMENT E

Certificate of Compliance with FTA Clauses

The undersigned certifies that in all aspects of this procurement the vendor will abide by all the applicable third-party contract clauses as specified in the Federal Transit Administrations' Third Party Contracting Guideline, Circular 4220.1F. The undersigned also acknowledges the receipt of a copy of these clauses from Mass Transportation Authority in the General Terms and Conditions.

The undersigned understands the noncompliance with these clauses with these clauses may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR part 31. In addition, the undersigned understands that FTA may suspend or debar a Contractor or Manufacturer under the procedures in 49 CFR, part 29.

By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to Mass Transportation Authority in response to Request for Proposal No. #2025-11 in its entirety.

I/We additionally certify that we are fully licensed, insured and have the proper equipment, systems and personnel to handle the project as specified in this procurement document.

Proposer: _____

Street address: _____

City, state, ZIP: _____

Name and title of Authorized Signer(s): _____

Name and title of Authorized Signer(s): _____

Phone: _____

Authorized signature

Date

Authorized signature

Date

Primary covered transactions must be completed by Proposer for contract value over \$25,000.

☐ The Proposer, (), certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for 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; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are 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 enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

- Executed in [insert city and state].

Date _____

ATTACHMENT G - DEBARMENT AND SUSPENSION CERTIFICATION

(LOWER-TIER COVERED TRANSACTION)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the Proposer's authorized official:

Authorized signature

Date

ATTACHMENT H - LOBBYING CERTIFICATION

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 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 PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official:

Title:

Signature

Date

Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.

ATTACHMENT J - BUY AMERICA, BUILD AMERICA CERTIFICATION

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$150,000.

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts, Infrastructure Project Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000). The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock (70 percent domestic content) are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements.

The Proposer shall obtain and submit to the MTA, copies of all signed Buy America certifications, including Buy America certifications that may be required of its subcontractors if the dollar thresholds established by FTA are exceeded. These completed certifications if applicable, shall be included in the bid proposal submitted to the MTA. Bids or proposals that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certification requirement for procurement of steel, iron, manufactured products or rolling stock.

Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

Authorized signature

Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

Authorized signature

Date

ATTACHMENT K - NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

<p>State of _____, County of _____</p> <p>I, _____, being first duly sworn, do hereby state that (Name of Affiant)</p> <p>I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation)</p> <p>whose business is _____</p> <p>and who resides at _____</p> <p>and that _____ (Give names of all persons, firms, or corporations interested in the bid)</p> <p>is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, to any competitors, or employee therein, or any employee of the Authority, is directly or indirectly interested therein. This proposal is genuine and not collusive or sham and that the Proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other proposer or to secure any advantage against the MTA.</p> <p>The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to the other proposers, so that all proposals for this project will result from free, open and competitive proposing among all vendors.</p> <p>_____ Signature of Affiant</p> <p style="text-align: right;">_____ Date</p>	
<p>Sworn to before me this _____ day of _____, 20_____.</p> <p>_____ Notary public</p> <p style="text-align: right;">_____ My commission expires</p>	<p>Seal</p>

ATTACHMENT L - BID PROTEST PROCEDURES

Any protest by an interested party regarding this procurement shall be made in accordance with FTA regulation, pursuant to the procedures provided in FTA C4220.1F. Alleged violations of certain federal requirements provide a separate complaint procedure.

A. PROTEST POLICY AND PROCEDURES

It is the policy of MTA that it is responsible for resolving all Pre-Proposal, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is MTA's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and MTA policies.

MTA has established these Pre-Proposal, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008.

When a protest is filed before an award, the Mass Transportation Authority will not make the award until the protest is resolved. When a protest is filed before the opening of bids or proposals, the Mass Transportation Authority will not open the bids or proposals until the protest is resolved, unless the delay will cause undue harm. In the event that the Mass Transportation Authority decides to proceed with a bid, contract, or service before a protest is resolved, it shall document its reasons in writing.

This Protest Procedure is applicable to any Invitation for Bid (IFB) or Request for Proposal (RFP) issued by the Mass Transportation Authority.

B. APPLICABILITY

This regulation is applicable to all MTA employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against MTA in the Pre-Proposal, Pre-Award and Post-Award procurement phase.

C. DEFINITIONS

- 1) **"Common Grant Rules"** refers to the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients/subrecipients of Federal assistance including Indian tribal governments.
- 2) **"Interested Party"** means a party that is an actual or prospective Proposer whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an "interested party".
- 3) **"Protest"** means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential Proposer's or Contractor's remedy for correcting a perceived wrong in the procurement process. See "Types of Protests" below.
- 4) **"Protester"** means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an "interested party".

- 5) **"Types of Protests"** there are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:
- A pre-proposal or solicitation phase Protest is received not later than three (3) days prior to the proposal opening or proposal due date. Pre-proposal protests are those based on the content of the initial Notice and/or solicitation published by MTA requesting Proposals from vendors or other interested parties.
 - A pre-award Protest is a protest against making an award and is received after receipt of proposals but before award of a contract.
 - A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within ten (10) business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or MTA policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

D. STANDARDS

All Protests must be filed in writing to:
Mass Transportation Authority
Edgar H. Benning, General Manager
1401 S. Dort Highway
Flint, Michigan 48503

1. A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking.
The Protester is responsible for adhering to this regulation. A Protester must exhaust all of protest administrative remedies before pursuing a protest with the FTA.
2. Mass Transportation Authority, Edgar H. Benning, General Manager or Designee shall make a determination on the Protest within ten (10) working days from receipt of the Protest. The response of the General Manager or Designee shall be in writing and shall include a response to each substantive issue raised in the Protest.
3. If the General Manager or Designee's response does not provide a resolution of the protest, the Protestor may request that the protest be considered by the members of the Mass Transportation Authority at their next regular meeting. The Authority's decision shall constitute MTA's final administrative determination.
4. The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.
5. Reviews of Protests by FTA are limited to 1) failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

6. A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision by the members of the Mass Transportation Authority is rendered. Protest appeals should be filed with:

Federal Transit Administration

Regional Administrator Region V
200 W. Adams Street
Suite 320
Chicago, Illinois 60606

E. MTA RESPONSIBILITIES TO FTA

MTA will notify FTA when they receive a third party contract protest to which the FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep FTA informed about the status of the Protest including any appeals.

MTA will provide the following information to FTA:

1) Subjects: A list of Protests involving third party contracts and potential third party contracts that:

- ✓ Have a value exceeding \$100,000, or
- ✓ Involve controversial matter, irrespective of amount, or
- ✓ Involve a highly publicized matter, irrespective of amount.

2) Details: The following information about each Protest:

- ✓ A brief description of the Protest,
- ✓ The basis of disagreement, and
- ✓ If open, how far the Protest has proceeded, or
- ✓ If resolved, the agreement or decision reached, and
- ✓ Whether an appeal has been taken or is likely to be taken.

3) When and Where: MTA will provide this information:

- ✓ In its next quarterly Milestone Progress Report, and
- ✓ At its next Project Management Oversight review, if any.

F. Officials to Notify

When MTA denies a proposal Protest, and an appeal is likely to occur, MTA will inform the FTA Regional Administrator for Region V or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

- 1) MTA will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require MTA to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.
- 2) Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.
- 3) **MTA reserves the right to modify its protest procedures for the procurement of commodities such as diesel fuel, as award notification must be on the date of the proposal opening or within a relatively short period of time thereafter as pricing is tied to market pricing and subject fluctuations of the market.