



MASS TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL

Bus Driving Simulator

RFP# 2025-16

Issue date:

Tuesday, October 7, 2025

Proposal due date and time:

Wednesday, November 12, 2025 at 3:00 P.M. (EDT)

Contact Information:

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SECTION 1. INTRODUCTION

The Mass Transportation Authority (MTA) operates a Public Transportation System in Genesee and Surrounding Counties and is located at 1401 South Dort Hwy, Flint, Michigan.

The MTA will issue a Request For Proposal on October 7th, 2025 to begin the search for a Bus Driving Simulator provider.

MTA will receive sealed Proposals either electronically through Bidnet Direct or at the MTA Administration facility located at 1401 S. Dort Highway on or before 3:00 p.m. on, November 12th, 2025.

The RFP, Contract Documents and any supporting documentation can be obtained electronically on the Bidnet Direct website at <https://www.bidnetdirect.com/mitn> formally the Michigan Intergovernmental Trade Network (MITN) on or after October 7th, 2025. Proposers will be able print out the proposal documents, supporting documentation and outline specifications on Bidnet Direct. As a vendor, you can register with the Bidnet Direct at the following website: <https://www.bidnetdirect.com/mitn> 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 Pre-Proposal meeting will be held virtually using Microsoft Teams on October 15th, 2025 at 3pm EST. A meeting ID and Passcode can be requested via email from MTA Purchasing Agent Chris Tribula – ctribula@mtaflint.org The Pre-Bid meeting is not mandatory.

No Proposal may be withdrawn for a period of ninety (90) days after submission.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 price 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 OVERVIEW

Project Scope

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Vendors to manufacture, supply, deliver, install, test, commission, provide training, documentation, warranty, and on-going maintenance of Transit Bus Simulator Systems in accordance with the requirements described in this RFP. Mass Transportation Authority (MTA) is looking to acquire a Transit Bus Driving Simulator System that best replicates the operation of a Transit Bus and Para-transit vehicle (possibly interchangeable system). The simulators will primarily be used to train in a fixed route configuration and paratransit services and should also be able to be reconfigured through software as another type of vehicle (i.e., configure Fixed Route Simulator to simulate driving a Paratransit vehicle). At the time of project completion, the Fixed Route and Para-Transit Vehicle fleet will consist of the following vehicles:

40' CNG (Compressed Natural gas) Gillig Buses

40' New Flyer Xcelsior Hydrogen Buses

Ford Transits/El-Dorados

2.2 HISTORY AND PURPOSE

Mass Transportation Authority mission is to transport all the people in Genesee County who desire public transportation services through an integrated system that is safe, efficient, affordable, and responsive. The Mass Transportation Authority (MTA) provides public transportation services to the residents of Genesee County, Michigan. Genesee County and its central city of Flint, Michigan have experienced significant turmoil over the past several decades. The county, and even more so the city, lost population during the 2010-2020 decade. An economic recession in the first decade of the 2000's and the Flint Water Crisis that began in 2015 brought further challenges to the City of Flint. In 2020, the MTA service area and the entire world was wrecked by the Covid-19 pandemic. Through all of these challenges MTA has been steadfast in its commitment to serving Flint and Genesee County. The MTA operates a fleet of 115 vehicles for fixed route operations.

2.3 REQUIREMENTS

The Simulator System shall include the following features:

1. High-End Simulator System with customized driver cab replicating a driving compartment of a [insert fleet vehicle], including genuine OEM side console and dash component(s).
2. The Operator's cab must be a full-size, enclosed transit bus operator's cab including the driver's seat, steering wheel, mirrors, instrument panel, dash, foot switches, and floor-mounted controls.

3. The Simulator System should provide a simulated vehicle to drive, that is the conventional length and width of an MTA Flint bus and para-transit vehicle.
4. The Contractor shall provide an uninterruptable power source (UPS) with battery backup per Simulator System.
5. The Simulator System shall provide a replica of the Bus and paratransit vehicle's we currently use.
6. The Contractor shall outline any applicable electric bus training programs currently available for use on the Simulator System.
7. The Simulator System shall provide assessment tools that monitor and generate on-demand reports of the trainee's performance during a training session.
8. The ability to customize virtual worlds, reproducing and replicating select existing and future MTA Flint Michigan routes, conventional roadways and associated features, including roadside architectural and structural features. Also have the ability to control the weather environment.
9. Intelligent and realistic simulation of road traffic, pedestrian traffic, passengers boarding, car traffic, other transit traffic, etc. with a high degree of realization.
10. Ability to develop real live training scenarios through a user-friendly editor.
11. Auxiliary Driving Station to allow manual interaction by the instructor into the virtual environment the students are currently driving in. This Station would include a separate wheel and/or joystick, and pedal set located at the Instructor Operator Station.
12. Instructor Operator Station which manages the Simulator System, including loading scenarios, monitoring real-time driving, and a student management section.
13. Stand-Alone Viewing Monitor to provide additional trainees in the class with a view of the scenario being driven in real-time.
14. Applicable office chair and desk furniture at the Instructor Operator Station.
15. 180-day period of performance for base systems.
16. The Contractor shall propose a separate schedule for the delivery of the geo-specific database.
17. The multi-screen high-definition display system provides a geometrically correct field-of-view.
18. Must be fully customizable system provides a true-life experience to meet MTA Flints training requirements.
19. Passenger interaction with realistic challenges to develop awareness and vital decision-making skills.
20. Roll play de-escalation training for operators, vehicles emergencies, medical emergencies and assault awareness, critical thinking to handle different types of situations that may accrue.

21. Contractor must provide IT remote support through the internet or wireless based internet connection.

22. The Bus Simulator System shall have the ability to upgrade or change cabs to simulate new future model Transportation Buses that will be purchased for use in the MTA Fleet.

Driver Cab

1. Simulator cabs are to be interchangeable floating platforms, (or other options) one for paratransit and the other for buses. They will reflect the MTA Flint bus and para-transit vehicles.
2. The Driver Cab shall be designed and constructed to replicate MTA buses and paratransit vehicles using high-quality materials. The Contractor shall be responsible for contacting and coordinating with manufacturers to gather the proper information to reconstruct the full-size enclosed cab(s).
3. The Driver Cab shall be constructed with authentic materials and be of sturdy construction.
4. The entrance and exit of the Driver Cab shall be through the rear of the enclosure.
5. The Driver Cab shall include, at a minimum, a roof, flooring, enclosure openings, front passenger door, and windows.
6. The Driver Cab shall include glass rear view mirrors – driver side, curb side, and interior center – of equal size, shape (flat glass) location, and control to that of the replicated MTA Flint vehicle.
7. The Driver Cab glass mirrors provide accurate reflection of the Simulator System generated images like that of an actual vehicle in operation of an MTA Flint vehicle.
8. Convex mirrors (L/R) provide digital representations of the virtual training world they would normally view.
9. The Driver Cab shall include a two-way radio for communicating with the Instructor Operator Station.
10. The Driver Cab shall introduce physical obstructions as blind spots by nature of its design to aid trainees in a real-world experience when operating the Simulator System.
11. Provides accurate fields of view from the driver's seat.
12. Screens images match from screen to screen to provide realistic driving experience.

Driver Cab Enclosure

1. The Driver Cab Enclosure shall be designed to replicate the driver's compartment of MTA bus and paratransit vehicle.

2. The Driver Cab Enclosure will be realistically replicated to account for the overall space layout of the cab, doors, windscreen, seat, steering wheel with horns, mirrors, dash, brake and accelerator pedals, parking brake, door interlock switch, indicators, and side console panel. Also, regenerative braking when vehicle slows down.
3. The Driver Cab Enclosure shall provide directional signal switches located on the floor and will function as in a typical bus. A headlight dimmer switch will be mounted on the floor of the Simulator Systems adjacent to the directional switches and will function as in a typical bus.
4. The Drive Cab Enclosure shall include genuine OEM products, and their placement shall be in the same locations as they exist in the actual vehicle.
5. The Driver Cab Enclosure shall be designed to comfortably accommodate persons with height ranging from 5'0" to 6'6" by being able to adjust the seat and steering wheel column accordingly.
6. The Driver Cab Enclosure should be designed to include a space for the instructor to stand by the trainee (over the right shoulder) without obstructing any of the training environment screen views.
7. The driver's seat shall be a genuine OEM seat found on MTA Transit's Bus, be fully operational, adjustable, and include a seatbelt.
8. The Drivers Cab Enclosure shall have a full roof, physical A/B pillars offset from a visual system to provide realistic operator training that requires movement in the seat to resolve viewing blockages caused by these physical structures.

Driver Cab Console

1. The Driver Cab dashboard and side console panel shall integrate genuine OEM products, replicating the MTA Flint Bus.
2. All vehicle controls, indicators, and related components shall accurately replicate or simulate correct behavior dependent on the training exercise and driver interaction.
3. The following bus components shall be provided with integrated functions in the Simulator System.
 - a. Accelerator and brake pedals
 - b. Realistic tension and feedback based on the vehicle being driven
 - c. Adjustable driver's seat including seat belt and seat belt sensor
 - d. Seat belt sensor shall provide notifications to the Instructor Operator Station if not being used during a training session by the trainee.
 - e. Speedometer in miles per hour
 - f. RPM tachometer
 - g. Door control

4. For operation with standard buses:

- a. Virtual front door shall open accordingly
- b. All virtual doors opening shall be shown in the Simulator Software training environment
- c. Door interlock system to prevent vehicle from moving when a door is open
- d. Pressure, temperature, and status gauges
- e. Parking brake
- f. Washer and wiper control

5. Response shall be simulated in the Simulator Software training environment regardless of weather conditions:

- a. Lights
- b. Simulator Software Environment shall illuminate based on the lighting function chosen
- c. Turn signals
- d. Transmission controls
- e. Wheelchair ramp control
- f. Kneeling control
- g. Driver covert alarm
- h. Telltale panel with indicator lights for all warnings and messages consistent with vehicle type
- i. Fire suppression system status panel
- j. Emergency alarm
- k. Driver microphone

Situational Response Simulator

- 1. The Simulator System shall include an integrated situational response simulator for use by trainees.
- 2. The Response Simulator shall provide a real-world training catalog of scenarios to load onto the simulator.
- 3. The Response Simulator shall be configured for operation from the Instructor Operator Station.

4. The Simulator System's "Response" driving scenarios shall be inter-connected with the Response Simulator to enable the driver to experience both Simulators during a specified training exercise.
5. The trainee shall experience the Response Simulator from the operator's seat of the Driver Cab.
6. The trainee shall be recorded using the in-cab cameras along with capturing the trainee's commands and verbal cues for playback.
7. Playback of the audio and visual recording shall be available for viewing at the Instructor Operator Station, Standalone Viewing Station, or from a Screen Display System on the Simulator System.

Motion System, Steering, & Audio System

1. The Driver Cab shall be equipped with a motion platform to provide realistic motion feedback through three degrees of freedom; pitch, roll, and heave.
2. The Simulator System should provide real-time motion feedback based on the occurrences in the Simulator Software training environment.
3. Motion feedback shall result from driving conditions such as hard braking, acceleration, contact with external objects, steering, wheel return and tire deflation.
4. The motion platform shall provide three degrees of freedom only to the Driver Cab of the Simulator System. Motion shall not occur in the visual system in order to best replicate a realistic driving experience.
5. The steering column shall provide force feedback to simulate driving conditions; this may include contact with external objects, steering, wheel return, and tire deflation
6. The Driver Cab shall include an integrated surround sound Audio System near Driver Cab.
 - a. Engine, dependent on Revs Per Minute (RPM) if applicable
 - b. Rolling noise, dependent on roadway material
 - c. Pneumatic brake
 - d. Horn
 - e. Door operations
 - f. Turn signals
 - g. Alarms
 - h. Stop request
 - i. Collisions
 - j. Skidding, slipping

- k. Weather conditions
 - l. Passengers speaking to each other in the vehicle
 - m. Passenger yelling/crying/screaming
 - n. Other traffic vehicles and pedestrians
7. The Audio System volume controls should be accessible through the Instructor Operator Station.
8. The Instructor Operator Station should also include a microphone allowing for two-way communication between the Instructor Operator Station and the Driver Cab.
9. The Audio System shall record verbal exchanges as part of the audio/video playback of the reporting module.

Simulated Vehicle Types:

1. The Simulator System shall accurately replicate the MTA Flint vehicle types and provide realistic interaction with the simulated training environment.
2. The interiors of the selected vehicle types shall be replicated on any screen display system showing the interior.
3. The simulated vehicle types shall respond to user inputs through the system and provide an accurate representation of all vehicle sub systems and components, including:
 - a. Steering
 - b. Engine performance, acceleration and deceleration based on CNG
 - c. Suspension
 - d. Turning radius
 - e. Vehicle weight
 - f. Braking performance
 - g. Tire adhesion
 - h. Transmission performance and control
 - i. Aerodynamic properties
 - j. Electrical systems including lights and turn signals

Customized Mass Transportation Authority Training Environment

- a. The Vendor should develop a virtual training environment that consists of geo-specific roadways and features like those found in the MTA Flint service area. The Vendor shall visit the service area to assist in developing the environment. The roadways and features shall be designed for each route, with the ability to change routes in the software if a change to scheduled bus routes does occur.
- b. The Vendor should include all virtual content in one loadable MTA Flint training environment map.
- c. The Vendor shall propose a map of the MTA Flint training environment for approval prior to detailed development. The MTA Flint training environment shall show all roadways, stops, terminals, and facilities along with transitional roadways. Transitional roadways shall allow for quick access to and from adjacent roadways/facilities that do not intersect or adjoin.

Training Environments

1. The training environments shall include:
 - a. Downtown/urban type
 - b. Suburban/rural type
 - c. Safety/practice
2. The downtown/urban training environment shall provide an accurate representation of driving conditions in a built-up urban area. The Urban training environment shall include the following simulated components and characteristics:
 - a. Heavy vehicle and pedestrian traffic conditions
 - b. Frequent controlled intersections
 - c. Frequent bus stops
 - d. High concentration of buildings
 - e. Construction zones with lane reductions
 - f. Cyclists
 - g. multi-lane roads with side curbs and center medians
 - h. Parked cars on both sides
 - i. Intersections including 3-way & 4-way, various lane configurations
 - j. Expressway overpass style on/off ramps and bridges
 - k. Rail level crossings

- I. Two lane roundabouts
- 3. The suburban/rural training environment shall provide an accurate representation of driving conditions in a suburban area.
 - a. Medium to heavy vehicle traffic conditions
 - b. Light to medium-sized traffic conditions
 - c. Wider intersection spacing
 - d. Less frequent bus stops
 - e. Lower density buildings
 - f. Industrial parks
 - g. School Zones
 - h. Parks
 - i. Residential neighborhoods
 - j. Shopping malls
 - k. Controlled and uncontrolled intersections
 - l. Construction zones with lane reductions
 - m. Cyclists
 - n. multi-lane highways with light to heavy traffic conditions and entrance and exit ramps
 - o. Varying speed limits on highways
 - p. multi-lane roads with side curbs and center medians
 - q. Parked cars on both sides
 - r. Intersections including 3-way & 4-way, various lane configurations
 - s. Expressway overpass style on/off ramps and bridges
 - t. Rail level crossings
 - u. Winding roads
 - v. Two-lane roads with side ditches
 - w. Rural obstacles such as guideposts, mailboxes
 - x. Gravel Road shoulders

4. The safety/practice training environment shall be composed of, at a minimum, an open-paved area allowing for a configurable pylon, cones, and poles layout to practice vehicle maneuverability skills, this includes:
 - a. Serpentine formation
 - b. Offset backing
 - c. Diminishing clearance
 - d. CDL practice course

Traffic Conditions:

1. The Simulator System training environment shall allow the ability to dynamically adjust traffic conditions using the Instructor Operator Station.
2. The Simulator System training environment shall allow the ability to dynamically adjust traffic behavior from “normal” to “aggressive” and vice versa. This should affect how vehicles and pedestrians obey traffic signals, pedestrian signals, speed limits, acceleration/deceleration, jaywalking tendencies, and lane changes accordingly.
3. Pedestrians should behave in an autonomous fashion and react to the trainee and / or instructor vehicles in a realistic manner which includes:
 - a. Walking along sidewalks and crossing streets
 - b. Populate transit stops
 - c. Flag transit vehicles to stop from inside the vehicle and outside the vehicle
 - d. Boarding and alighting vehicles
 - e. Run to catch a bus
4. The Instructor Operator Station shall have the ability to trigger a passenger request to board the vehicle.
5. Non-transit vehicles shall not be able to drive on any dedicated bus laneways except for user-controlled Auxiliary vehicles.
6. The Simulator System shall provide the ability to control the movements of a single Auxiliary vehicle or pedestrian within the training environment

Transit Vehicle Conditions:

1. The Simulator System shall provide the ability to dynamically initiate vehicle malfunctions and react accordingly. Malfunctions shall include but not be limited to the following:
 - a. Tire Failure

- b. Tire Blowout
- c. Brake Failure
- d. Engine Overheat
- e. Oil Pressure Drop
- f. Check Engine Light
- g. Fuel Leak
- h. Fires
- i. Loose Lug Nuts
- j. Loss of Engine Power
- k. Emergency Interlock
- l. Coolant Leak
- m. Low Alternator
- n. Hot Transmission
- o. Engine Stall
- p. Traffic Events (Lane Cross, Stale Green, AV Stop)
- q. Clear Vehicle Damage
- r. Passenger Stop Request

2. All malfunctions shall be displayed correspondingly in the Simulator System Driver Cab console and screens, as applicable.

3. The Simulator System shall provide the ability to place trainee vehicles “in-service” or “out of service” which will require trainees to pick up and drop off passengers accordingly at bus stops and terminals. All malfunctions listed shall be available for use from the Wireless Instructor Tablet.

Scenario Building Training Tool:

1. The Simulator System shall include a user-friendly software program to allow the instructor to develop customized training exercises or modify existing. This tool shall include, but not limited to, the ability to add obstacles, follow a defined route, and set constraints.
2. The Simulator System shall allow for an unlimited number of training exercises to be developed and saved.

General Room Arrangement

1. The Simulator Systems and associated equipment shall be designed and installed to efficiently fit the layout of the designated space.
2. The Vendor will provide a proposed layout drawing of all the Simulator Systems and associated equipment within the designated installation space for approval prior to the manufacture and installation of the Simulator Systems.
4. The Simulator System components also have fans to maintain appropriate operating temperatures for the hardware.

Reporting

1. The Simulator System shall provide the ability to record, store, and report various parameters within training exercises. These parameters shall include but not be limited to the following:

- a. Trainee Name
- b. Trainee User ID
- c. Instructor Name
- d. Time and date
- e. Start and stop time of exercise
- f. Trainee performance (objects hit, bus stop markers missed, etc.)
- g. Average speed and speed limit adherence
- h. Fuel consumption (simulated)
- i. Other parameters as applicable to the exercise such as average following distance, braking performance, and lane positioning
- j. Instructor comments (unlimited characters)
- k. Number of braking applications

2. A reporting tool shall be provided which can be configured to output the above-mentioned parameters in a report format customized to MTA's needs.
3. The Simulator System shall provide for an unlimited number of customized training exercises to be configured and saved in the system.
4. The Simulator System shall provide a database capable of storing a minimum of 1000 individual trainee records.

Bus Simulator Location

- 1, Installation Location

a. The Simulator Systems will be installed in the Michael J. Zelle Office of Training & Development Building 5, Flint, Michigan in a designated Simulator Training room. All Simulator Systems including Instructor, Auxiliary Workstations and furniture must fit into this room.

b. It will be the responsibility of the Vendor to completely satisfy themselves as to the exact nature and existing conditions of the site areas as well as the requirements of the specifications for the extent and quality of work to be performed. Failure to assess these factors will not relieve the Vendor of their obligation to fulfill the requirements of this RFP.

c. The Vendor will be responsible for all hardware, software, data entry, and wiring installation required to make the system fully operational. The Vendor will be required to cooperate with MTA staff while undertaking installation

2. General Installation Requirements

a. The Vendor will be required to submit an installation plan and schedule 60 business days in advance of any installation requiring access to MTA facilities, vehicles, or equipment. The Plan shall include proposed installation locations, footprint, schematic diagrams for all interconnected devices, and any installation requirements such as electrical or HVAC (Heating, Ventilation, and Air Conditioning)

b. For any situation or case where new equipment is to be installed or integrated with existing workstations, the Vendor will be required to provide 48-hour notice for any access to the workstation.

c. In any location where wiring work is to be performed by the Vendor, the Vendor shall:

i. Route cable parallel or perpendicular to the building structure

ii. Support cable from building structure using approved cable supports

iii. Assure that cables do not lie on ceiling tiles/grids

iv. Assure that cables are not fastened to conduits, pipes, ducts, or ceiling support wires

v. Assure that cables do not restrict the removal of ceiling tiles, light fixtures, or other ceiling components

d. During installation, the Vendor shall be responsible for the integrity of the data used in the system.

e. The Vendor shall follow good engineering practice in the installation of the Simulator. All equipment shall be installed in a manner that allows simple replacement in the event of failure.

f. The Vendor shall ensure all cables are easily accessible, labelled and color-coded for maintenance access.

Training

1. The Vendor will be responsible to train MTA -designated personnel according to the requirements specified herein
2. Training shall take place at MTA-designated facilities
3. Practical training on equipment shall occupy a significant portion of all training classes. The training presentations and material shall be in English.
4. Instruction shall cover equipment familiarization and systems operation. The minimum training is that which is necessary to bring those employees designated to the level of proficiency required for performing their respective duties
5. The Vendor shall provide experienced and qualified instructors to conduct all training sessions. The Vendor is responsible for ensuring that the instructors teaching these courses are not only familiar with technical information but are able to utilize proper methods of instruction, training aids, audiovisuals and other materials to provide effective training.
6. The Vendor is responsible for providing all training materials, training aids, audiovisual equipment and visual aids for the conduct of these courses.
7. Instructional materials consisting of applicable equipment operation and maintenance manuals, and supplemental notebooks consisting of additional drawings, procedures, and descriptive information shall be provided.
8. Student guides shall include full topic descriptions, illustrations as needed to enhance content presentation, and common problems with comprehensive solutions given. Student guides shall mirror the instructor guides.
9. All training materials are to become the property of MTA at the conclusion of training.
10. Maintenance training shall commence during the time when equipment is installed and operable.
11. At the request of MTA, the Vendor shall provide additional training sessions at the contract price per session.
12. The Vendor shall submit the training curricula, presentations, and materials for review and approval by MTA. No training shall commence until these items have been approved by MTA.
13. Training curricula shall meet all training requirements and indicate course content, training time requirements, and who should attend.
14. Training curricula shall be provided to MTA for review a minimum twenty days prior to commencement of equipment installation.
15. Level of competency required to pass course examinations shall be determined by MTA, if applicable.
16. The following summarizes the minimum training that shall be provided:

- a. System Administration Training and Training Exercise Design – 3 days of training for 5 users
- b. Maintenance Training – 3 days of training for 4 maintenance technicians

Testing

1. The Vendor shall submit a Test Plan that outlines the criteria for test initiation, procedure for dealing with test failures and retests, and the test schedule. The Test Plan shall be submitted at the same time as the SDS documentation. The Test Plan shall identify the testing process for dealing with the Pilot test and the segmented delivery
2. The test schedule with proposed times and dates for testing of each item of equipment and each system four (4) weeks prior to designated dates, for MTA approval.
3. The Vendor shall submit test descriptions, procedures and expected results for the following tests at least four (4) weeks prior to the testing date:
 - a. Factory Acceptance Test (FAT)
 - b. Proof of Performance Test (POP)
 - c. System Acceptance Test (SAT)
 - d. Operability Period Test (OPT)
 - e. Final System Acceptance
4. MTA shall be notified five (5) business days in advance of each test. MTA reserves the right to witness any or all of the tests.
5. A requirements traceability matrix shall be submitted that will cross-reference the SDS, test procedures and original specifications.
6. FAT and POP documentation shall be submitted for each type of device. Where the device is a Commercial Off the Shelf product, the FAT may be replaced with a stamped quality certificate
7. An overall SAT document shall be submitted that shall include an end-to-end system test and cover both hardware and software functions.
8. A record of testing with time, date and list of people present shall be submitted by the Vendor with each testing activity.
9. Prior to testing, the Vendor shall verify conditions for testing and comply with specification testing criteria and requirements
10. Prior to testing, the Vendor shall verify that all designated personnel required are present, preconditions for the test have been met, and all deficiencies from previous tests have been addressed.
11. All testing using Owner data/information shall be performed on Owner premises.

12. In order to comply with Owner policies and the terms and conditions of this contract Owner data/information shall not be used anywhere other than on Owner premises.

13. As a minimum, the following tests shall be completed by the Vendor.

Acceptance

1. Factory Acceptance Testing (FAT)

- a. Factory Acceptance Testing shall be performed to ensure that the supplied and developed components meet all functional and environmental requirements and specifications
- b. Factory Acceptance Tests shall be performed prior to onsite installation. For commercial off-the-shelf products, the FAT may be replaced by stamped quality testing documents
- c. Factory Acceptance Testing (FAT) shall be completed on the software to confirm that the required functionality can be delivered by the software before it leaves the factory environment. For commercial off-the-shelf products, the FAT may be replaced by stamped quality testing documents.
- d. The FAT on the software shall confirm, in a controlled environment, that the required functions are delivered. Each requirement listed in the specification shall be tested where possible; if it cannot be tested compliance shall be proven by corresponding written documentation or certificates. The central system software FAT may be completed with field devices or components running in simulation mode or with representative field samples.

2. System Acceptance Testing (SAT)

- a. The SAT is the final test to be completed and can only be initiated once all of the system elements have been installed and configured and all FAT tests have been successfully completed. The SAT looks at the entire system and tests are completed to ensure that the overall functional requirements are met. The SAT is typically done from the central system software out to each of the devices and is also known as an end-to-end test. The software should interface with other software; this interface shall be tested through the SAT for each piece of software.
- b. Each requirement listed in the specification shall be tested or – in case it may not be feasible to test certain functions in the operational environment - evidence for correct function to be provided.

3. Operability Performance Test (OPT)

- a. The OPT is a 30-day performance test that is initiated once the SAT has been completed, and operation has commenced. Through the OPT, the system is tested under full operations to ensure that the performance requirements are met and to measure the system reliability and availability.
- b. System failures will result in the restart of the OPT.

c. A deficiency list shall be compiled during the OPT for resolution during the Final System Acceptance.

4. Final System Acceptance

- a. After completion of the OPT, items in the deficiency list shall be rectified and corrected by the Vendor
- b. Upon verifying correction of deficiencies, MTA or their representative will issue a letter to the Vendor confirming Final Acceptance of the System.

Documentation

1. Design Process and Procedure

- a. The Vendor shall undertake a phased approach to the integration of MTA operational systems. This approach will minimize downtime to existing resources, prevent any negative impacts on the existing operating systems, and provide for a smooth and secure transition to use the MTA equipment.
- b. The Vendor shall ensure that all points of interface have been investigated well, and all technical risks addressed. The Vendor shall ensure that appropriate staff have been trained on the operation of the systems, as well as briefed on how the systems will change their job responsibilities and enhance their ability to perform their jobs efficiently.

2. General Documentation Requirements

- a. The Vendor shall provide detailed documentation that describes the system design, configuration, training, as-built conditions, operation and maintenance. All documentation shall be in English, shall utilize standard measurements, and shall be submitted directly to MTA or its designated representative in paper hardcopy and/or electronically in Word/AutoCAD/Excel/MS Project and Adobe Acrobat.
- b. The Vendor shall include 2 weeks in their schedule for MTA review and required document submission and shall include the necessary time and resources to modify the documentation to incorporate comments from MTA.
- c. The Vendor shall then include additional time for MTA to review the revised documentation. The Vendor shall include the necessary time and resources to modify the documentation to incorporate comments from MTA.
- d. Equipment installation drawings shall be prepared in AutoCAD and Adobe Acrobat and provided on a USB drive as well as hard copies.
- e. Electrical and electronic drawings shall be supplied to show engineering changes made to any component or module up to the end of the Warranty and Support period of the system supplied.
- f. The manuals shall be complete, accurate, up-to-date, and shall contain only that information that pertains to the system installed.

g. All pages of the documentation shall carry a title, version number and issue date, and shall contain a complete subject index. The Vendor shall be responsible for fully coordinating and cross-referencing all interfaces and areas associated with interconnecting equipment and systems.

h. Documentation shall require re-issues if any change or modification is made to the equipment proposed to be supplied. The Vendor may re-issue individual sheets or portions of the documentation that are affected by the change or modification. Each re-issue or revision shall carry the same title as the original, with a change in version number and issue date

i. Each volume shall have a binder (stiff cover and spine) and drawings shall be protected by clear plastic to withstand frequent handling. The binding arrangement shall permit the manual to be laid flat when opened

j. The paper used shall be of good quality and adequate thickness for frequent handling

3. System Design Specifications

a. Within 4 weeks following receipt of Notice to Proceed (NTP), the Vendor shall furnish MTA with complete written documentation describing the system to be delivered including all equipment and software to be furnished. The System Design Specification (SDS) shall include, as a minimum, the following information.

i. Overall system schematic and architecture

ii. Major assumptions and risks

iii. Detailed description of all subsystems and equipment and hardware, including functional description, interface descriptions, communications loading details, material specifications (i.e. environmental, electrical etc.), Material Selection Documentation (MSD), configuration details and installation details

iv. Details on all network, data, power/electrical or other requirements provided by a third party

v. Detailed description of all software, including functional description, system interface descriptions, Graphical User Interface descriptions, hardware specifications, availability and reliability figures and configuration details.

vi. Detailed descriptions of information, materials and timing required by the Sub-Vendor by other parties.

vii. Maintenance and service details may be included in the SDS.

4. Material Selection Documentation (MSD)

a. For custom-manufactured equipment, the Vendor shall submit a set of comprehensive shop drawings and specifications as part of the MSD. The comprehensive shop drawings shall include the general arrangement, layout, wiring details, mounting bolt requirements, location for conduit entry and any physical or electrical requirements

b. For standard off-the-shelf items, the Vendor shall submit detailed manufacturer product specifications, drawings on mounting requirement, location of conduit entry and any other physical or electrical requirements

c. The Vendor shall provide certification and compliance statements for all standards that apply to the manufacturing of the equipment, whether custom-manufactured or off-the-shelf

5. Equipment Manuals

a. The Vendor shall provide 2 hard copy equipment manuals and 1 USB drive with electronic equipment manuals for each type of unit provided unless specified otherwise. The manuals shall provide sufficient detailed installation and maintenance instructions to allow MTA or its representative to properly and safely install, connect, commission the equipment supplied as well as to operate and maintain the system.

b. The Vendor shall also provide all details of connectors and interconnect cables to MTA or its representative.

6. Training Manuals

a. Training manuals shall be provided for each training participant; in addition 6 additional copies shall be provided. An electronic copy of the Training Manual shall be provided on 1 USB drive. The manuals shall provide information on all of the topics covered during each of the training sessions and include exercises and screen captures.

b. The Training Manual shall include space for the users to take notes during the training sessions.

c. The Training Manuals shall be provided at the beginning of each training session.

7. As-built Documentation

a. The Vendor shall provide sufficient documentation to reflect "as supplied" conditions and to facilitate operation, maintenance, modification and expansion of the equipment or any of its individual components to the satisfaction of MTA or its representative.

b. The SDS shall be updated to include the as-built conditions.

c. The as-built documentation shall be provided 3 weeks after the System Acceptance Test (SAT), and updated documentation will be required at any time the Vendor provides software or hardware upgrades.

8. Operation and Maintenance Documentation

a. The operation and maintenance documentation will be comprised of the Operation and Maintenance (O&M) manuals, User Manuals and System Administration Manuals.

b. The O&M documentation shall be submitted to MTA or its representative prior to OPT testing. The Vendor shall deliver fifteen (15) complete sets of O&M manuals, five (5) of which shall be the original unless specified differently.

9. Operations & Maintenance (O&M) Manuals

a. The O&M manuals shall be a detailed presentation and shall include illustrations where applicable.

b. For each unit, it shall include but shall not be limited to:

- i. General description
- ii. Functional descriptions
- iii. Functional block diagram
- iv. Operating instructions
- v. Maintenance and repair procedures
- vi. Test procedures
- vii. Schematic drawings and circuit diagrams
- viii. Parts list

c. Each type of maintenance manual shall contain but not be limited to:

- i. Description of operation including start-up, shutdown and emergency procedures
- ii. Installation procedures
- iii. Complete parts identification diagram and list
- iv. Troubleshooting procedures
- v. Inspection procedures
- vi. Preventive maintenance procedures and program
- vii. Repair procedures
- viii. Diagnostic procedures
- ix. Wiring diagrams
- x. Electrical schematics with board and cable identification
- xi. Adjustment procedures
- xii. Seasonal maintenance requirements
- xiii. Equipment arrangement and drawings
- xiv. Names and schedules of all lubricants and cleaners used
- xv. Other consumable materials for the equipment stating where used, quantity, service intervals and annual consumption

- d. The Vendor shall provide a parts list for each item of equipment as supplied. The parts list shall identify the manufacturer(s) and model/part number
- e. The Vendor may use manufacturer's data and handbooks for individual items of the equipment that are a sub-component of the overall system. All such documentation shall be contained in similar binders
- f. Where an equipment component is of such a nature that local repairs cannot be made and it must be returned to the factory as a unit for overhaul, specific information concerning its repair and breakdown into component parts shall be provided

10. User Manual

- a. A User Manual shall be provided for each software application and vehicle type. The User Manual shall include screen captures and easy to follow instructions to assist the users through all of the tasks that they may need to complete. The User Manual shall include an index
- b. As a minimum, the User Manual shall include all information that is available through the context of sensitive help
- c. Fault procedures shall be described, as well as procedures for dealing with problems

11. System Administration Manual

- a. A System Administration Manual shall be provided for each software application and vehicle type. The System Administration Manual shall outline all of the configuration parameters, details on how to configure the parameters, backup and recovery processes, troubleshooting techniques and technical support information
- b. Fault procedures shall be described, as well as procedures for dealing with problems

12. Software Licenses and Escrow

- a. As part of the Contract, the Vendor must negotiate and sign with MTA the proper software agreements that will warranty that the system is legally protected in terms of intellectual property, patents and uses rights, and that the sufficient information (i.e., source code, manuals, compiling directives) are accessible to MTA in order to warranty the continuing operation of the system in case of a default by the Vendor. All Contracts and agreements would have to be reviewed and approved by MTA in order to verify that its interests are cover and protected
- b. MTA and the Vendor will have in place at least the following agreements:
 - i. Software User License Agreement
 - ii. Software Escrow Agreement
 - iii. Warranty and Support Agreement

13. Software User License Agreement

- a. The agreement shall release MTA from any liability to the Vendor, third party or other persons in any dispute regarding patents, intellectual property, etc.; furthermore, the

Vendor will defend, indemnify and hold harmless based upon an alleged infringement of, or violation of any intellectual property rights, such as trade secrets, trademarks or copyrights and relating to, caused by, or arising out of these agreements

b. The agreements should include all the necessary clauses that would give MTA the following rights:

i. The access and the rights to use the original software, upgrades and all enhancements made to the software during the duration of the Warranty and Support period as part of the proposal upset cost limit.

ii. The access and the rights to use the software, upgrades and all enhancements made to the software, during the duration of the Warranty and Support period without need to negotiate any additional agreements.

14. Software Escrow Agreement

a. MTA and the Vendor shall negotiate the necessary Software Escrow Agreements. Software Escrow Agreement should at least cover the following scenarios:

i. The Vendor has failed to carry out obligations imposed on it pursuant to the Software License Agreement

ii. The Vendor has ceased to offer support for the Software

iii. The Vendor has failed to continue to do business in the ordinary course iv. The Vendor has applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of itself or all or a substantial portion of its assets

v. The Vendor has made a general assignment for the benefit of, or a composition with, creditors

vi. The Vendor has been adjudicated for bankruptcy or insolvency

vii. The Vendor has filed a petition seeking to take advantage of any other law relating to bankruptcy, suspension of payments, insolvency, reorganization, liquidation, winding up, composition or adjustment of debts.

15. Additional Agreements

a. MTA and the Vendor will negotiate additional agreements, such as Maintenance and Support and/or Extended Warranty Agreements.

16. Spares

a. The Vendor shall supply spare components that will be made available for the ongoing maintenance of the system. Vendors shall include in their submission an amount equal to a minimum of 5% of the material cost (not including installation cost) of all equipment that makes up their proposed systems, to account for spares.

b. Within 30 days of notification of Contract award, the Vendor shall submit a breakdown of the proposed spare components, with individual pricing, that will be required to support

the ongoing maintenance of the system. Spares shall be tailored towards components which have a higher tendency to fail and/or require maintenance.

17. Warranty and Support

- a. The Vendor shall be the warrantor of all system components, notwithstanding any manufacturer's warranties whether written or implied.
- b. All installed equipment shall have the basic manufacturer's warranty extended to cover a period of five (5) years from the date of System acceptance with the option to extend to ten (10) years at any time during the initial five (5) year warranty. The warranty shall cover any defects, failures, or malfunctions in materials and workmanship for all system components.
- c. The Vendor shall provide all labor, parts (with the exception of spare parts kept by MTA), transportation, expenses, testing equipment, software and incidentals necessary to provide warranty and support for all elements of the system.
- d. The warranty shall also include upgrades to new versions of the Simulator System software that are offered by the software vendor or Vendor within the warranty period.
- e. The warranty shall include the following support services, to be provided by the Vendor, or their contracted representative:
 - i. 8am to 5pm EST, Monday through Friday toll free telephone technical support line with a call back within 1 hour during these times in the event a live operator is not available.
 - ii. Maximum of two (2) business day on-site response time for issues that can't be resolved or repaired over the phone.
 - iii. On-site troubleshooting, removal, replacement, repair, re-configuration and testing as required to maintain the system in good operating condition.
 - iv. Ensuring that documentation is up to date.
- f. The Vendor shall return swapped-out equipment for warranty replacement. The Vendor shall provide a written report as to the cause of any failure. Any system component returned for warranty replacement shall be repaired or replaced and returned to MTA within 30 days.
- g. There shall be no repair cost applied to MTA for warranted equipment, over the warranty period, unless there is reasonable evidence of damage due to misuse, negligence, improper operation or handling, or willful attack. This shall include all equipment, software, and services performed by the Vendor or any of their sub-Vendors.
- h. Proponents shall provide a per year rate for providing warranty and support services after the initial five (5) year warranty period has expired
- i. Proponents must include a list of support services not covered under warranty.

j. Proponents shall also provide an hourly rate for providing repair and support services not covered under the warranty and support agreement and the length of time these rates are valid.

2.4 SCHEDULE

Award of this contract is anticipated to occur on or about January 15, 2026 with notification of award to the successful Proposer occurring within 24-72 hours.

Work on all Tasks shall be completed by Tuesday September 1, 2026 including any punch list items. The Bus Simulator proposer shall diligently prosecute their 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.

MTA Project Schedule:

10/07/2025	Issue RFP
10/15/2025	Pre-Proposal Meeting at 3 p.m.
10/17/2025	Notice of Intent due by 5:00 p.m.
10/31/2025	Deadline for asking Questions
11/12/2025	Proposals due at 3:00 p.m.
11/17/2025	Post-Proposal interviews (If necessary)
12/8/2025	Recommendation made to Board of Directors
1/15/2025	MTA Board Meeting
1/20/2025	Contract Award
1/21/2025	Notice to Proceed

The Proposer must submit a general outline/timeline of their plan for accomplishing the scope of work. The outline/timeline should include a breakdown of disciplines to be performed and the hours associated with each.

2.5 MTA CONTACT

The Successful Contractor shall direct discussions of the pilot program’s progress and any issues or questions that may arise during the performance of this Contract to Chris Tribula, Purchasing Agent. Email at ctribula@mtaflint.org. MTA reserves the right to assign other staff members to this task as needed.

2.6 MINIMUM REQUIREMENTS FOR PRICING

Proposers shall provide a firm fixed price for the performance of this contract as detailed in Section 2.0, Scope of Work on the Proposal Cost Sheet (Attachment A). Transportation and daily expenses are the

responsibility of the Proposer and shall not be included in the price for this contract or be eligible for reimbursement by MTA.

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.

2.7 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.

SECTION 3. PROPOSAL SUBMISSION

3.1 SUBMISSION OF PROPOSALS

Sealed proposals can be sent electronically through Bidnet Direct (<https://www.bidnetdirect.com/mitn>) or received by the Flint MTA, 1401 South Dort Highway, Flint, Michigan on or before 3:00 P.M. (EDT), November 12, 2025. Proposers must register with Bidnet Direct to upload and submit a proposal. Proposals submitted by facsimile or email will not be accepted. Sealed envelopes containing the proposal response must be labeled with the proposal name, proposal number, proposal due date and your firm's name. Submit one (1) original and one (1) additional copy of the proposal, and one Adobe PDF or Word electronic version of your proposal on CD, DVD or USB Flash Drive. Any electronic altering of this RFP shall be grounds for rejection of your submission. All Proposals become the property of the MTA. 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 Mass Transportation Authority (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 requests for clarification regarding this Request for Proposal must be presented by October 31, 2025 and addressed to:

Chris Tribula
Purchasing Agent
E-mail: ctribula@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 DISADVANTAGED BUSINESS ENTERPRISES

Mass Transportation Authority hereby notifies all Proposers that it will affirmatively insure in regard to any contract entered into pursuant to this Request For Proposal, Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

3.4 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 Mass Transportation Authority reserves the right to reject any proposal if the contractor fails to comply.

SECTION 4. PROPOSAL CONTENTS AND 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 in 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 60 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 Consultant and the state in which it is incorporated and chiefly located;
 - b. the name and address of any Subconsultant, and the state in which each entity is incorporated and chiefly located;
 - c. a brief description of the Proposer (Prime and Subconsultants) 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 Consultant);
 - 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 shall include all information necessary for MTA to evaluate the proposed pricing, including any necessary supporting data. All required (pricing-related) forms shall be included and properly completed. (Attachment A)
- 5. Description of the Proposer's understanding of the Scope of Work, Project Objectives, and Project Development Concepts.

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.
- 6. A description of Proposer's Technical Capabilities, Professional Qualifications and Experience directly related to the Scope of Work of this project.
- 7. Proposer's Anticipated Schedule
The Proposer's estimate of the time required to complete each of the tasks 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 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.

- 8. 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, specific tasks and anticipated duration on the project.
 - c. The Organizational Chart shall be formatted on one (1) 11" x 17" page.

9. Example Projects and References

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

- a. 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.
- b. Indicate the start and completion dates of the referenced project(s)

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.

10. Certificate Regarding Lobbying (Attachment D)

The Certificate Regarding Lobbying is required for the Prime Consultant and Subconsultants.

11. Government-Wide Debarment and Suspension Certification (Attachment B)

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 its Principals and Subconsultants 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.

12. Certificate of Compliance with FTA Clauses (Attachment C)

The Certificate of Compliance with FTA Clauses is required only for the Prime Consultant.

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.

1. **Project Understanding and Approach:** This criterion is a combination of the Proposer's approach to the problem and deliverables. Also, the quality of the Proposal submission and response.

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 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.
3. **Technical Capabilities:** This criterion refers to the Proposer's technical capabilities and experience with route planning, the proposed solution functionality, and the ability to best meet the Scope of Work outlined in Section 2.
4. **Price Proposal:** This criterion refers to the overall cost of the proposed On Bus Simulator solution as well as a cost breakdown based on any listed tasks on ATTACHMENT A.
5. **Key Personnel and Company Experience:** This criterion is a combination of Proposer's prior experience with route planning and the qualifications of the person(s) assigned to perform the tasks. Qualifications of professional personnel will be measured by education and experience with reference to experience on projects similar to that 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.
6. **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.

5.2 **PRESENTATION AND INTERVIEWS**

Proposers whose evaluation scores are in the competitive range for this project may be invited to present 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. It is strongly recommended that the principal(s) in charge, the project manager(s), and key individuals be available to participate in the interview.
2. The Proposer shall provide an interview agenda and a list of names of the participants to the MTA staff for distribution to the Selection Committee members at least three (3) working days prior to the presentation.
3. 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. **Method of Approach to Project**

Based on the Scope of Work and expanding upon the approach to the project provided in the RFP submission, the presentation shall include a demonstration of a draft solution that was developed by the Proposer.

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 Firm shall review its objectives, the Proposer's approach, the schedule, current status, etc.

4. The Firm shall provide an electronic copy of the presentation to MTA at the conclusion of the interview.

5.3 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.

MTA reserves the right to make an award to a Proposer whose proposal it judges to be most advantageous to 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 the MTA arising at any stage of the solicitation from any negotiations that take place, or from the fact that the MTA does not select a Proposer for negotiations.

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 specifications and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.

6.3 ACCEPTANCE OF TERMS AND CONDITIONS

Proposers 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. 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 "Proposers Submission", the "Contract", the "General Terms and Conditions", and the "Scope of Work", are the contract documents that will form the Contract. Proposers 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 either electronically through Bidnet Direct or by submission to MTA, 1401 South Dort Highway, Flint, Michigan 48503 on or before 3:00 PM (EDT), November 12, 2025.

7.3 PRINTED FORM FOR PROPOSALS

All proposals must include the Price Proposal form attached hereto and should give the price as a firm fixed total price for the performance of this contract excluding transportation and daily expenses and must be signed and acknowledged by the party, in accordance with the directions in the proposals.

7.4 OMISSIONS AND DISCREPANCIES

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

7.5 ACCEPTANCE OR REJECTION OF PROPOSALS

The Mass Transportation Authority 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 and one or more items in the price schedule may be rejected. Any proposal in which prices are omitted, or in which prices are obviously unbalanced, 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 proposer 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 affected by the acceptance of the proposal.

7.8 PRIME CONTRACTOR RESPONSIBILITIES

The selected Proposer will be required to assume responsibility for all requested deliverables as indicated in Section 2 – Scope of Work 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. Consultant and/or subconsultant shall give a copy of their State of Michigan Contractor License and permits from governmental agencies as required.

The Prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from 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 Prime Consultant agrees to return retainage payments (if any) to each subconsultant within 30 days after the subconsultant work is completed in a satisfactory manner. 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.

MASS TRANSPORTATION AUTHORITY

CONTRACT AGREEMENT

This Agreement made this _____ day of _____, 20____, between the Mass Transportation Authority, herein called the "Authority" and/or "Buyer" and _____ herein called the "Contractor" and/or "Seller".

In consideration of the mutual promises and agreements hereinafter set forth, the parties agree to undertake, carry out and perform this Contract in accordance with the terms and conditions as set forth herein, and as follows:

1. The Contract Documents:
The Contract Documents consist of this Agreement, the "Information for Bidders", the "Invitation to Bid", the "Bidder Proposal", the "General Terms and Conditions", and the "Scope of Work". These form the Contract and all are fully a part of the Contract as if attached to this Agreement or reported herein. Reference number: _____.
2. The Performance:
The Contractor shall furnish pursuant to the terms and conditions of this Contract labor and material listed in the attached specifications.
3. Time of Commencement and Completion:
The Contractor shall perform under this Contract from the date hereof until _____, or a later date if extended by mutual consent of the parties.
4. Independent Contractor:
The Contractor is employed by the Authority as an independent Contractor and has and retains the right to exercise full control and supervision of the services including compliance with Social Security, withholding and all other regulations governing such matters. The contractor agrees to indemnify, defend and save harmless the Authority, its agents, officers and members of the Board of the Mass Transportation Authority against any and all loss, damage or expense which the Authority may suffer by reason of liability imposed by law upon the Authority or Contractor for damages because of bodily injury, including death at any time resulting there from sustained by any person or persons, or on account of damage to property are due to the fault of the Contractor, its sub-contractors or their employees, agents or any other person under the direct or indirect Contract of the Contractor.
5. Contractor's Financial Responsibilities:
Any costs due to the fault of the Contractor, sub-contractor, or anyone directly employed by them either for making good of defective work, disposal of material wrongly supplied, making good of damage to property, or excess costs from material or labor, or otherwise shall be borne by this Contractor, and the Authority may withhold money due the Contractor to cover any such costs.
6. Assignment:

The Contractor shall not assign or transfer any interest in this Agreement or delegate its performance of duties except on prior written approval of the Authority, which approval shall not be unreasonably withheld. Consent to assign, transfer or delegate any interest or performance of this Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of this Agreement.

7. Payments:

The Authority shall pay the Contractor for the performance of work in current funds per price stated in the "Bidders Proposal" upon completion and acceptance by the Mass Transportation Authority. The Contractor shall invoice each item against an Authority Purchase Order and all invoices for the calendar month shall be payable by the fifteenth day of the following month.

No payment will be made to the Contractor for material not delivered upon the Authority premises, unless otherwise agreed to in writing by the Authority.

Neither payment made under the Contract or used by the Authority of the labor and material provided shall be evidence of performance of the Contract, either in whole or in part, nor shall such payment, final or otherwise, be construed to relieve the Contractor from its obligation to make good any defects arising or discovered in its performance within the period of its guarantee, nor shall the Authority be deemed to waive any specific obligation the contractor may assume as to its performance.

8. Testing:

At any time if it is determined by an independent testing firm analysis that equipment delivered and installed is substandard, the Authority reserves the right to discontinue shipments and shall not be obligated to pay for such substandard shipment already delivered. The Contractor agrees to pay all costs incurred by the Authority to provide test on equipment delivered and installed found not meeting the specification.

9. Termination for Convenience:

The Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Authority's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to the Authority, the Contractor will account for the same and dispose of it in the manner the Authority directs.

10. Termination for Default:

The Authority reserves the right to cancel all or any part of the work covered by this Agreement and/or Purchase Order, if Seller does not make deliveries as specified in the schedules or so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from the Authority specifying such failure, or if Seller breaches any of the terms hereof, including the warrants of Seller. Should cancellation be made for cause, the Authority reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at the Seller's expense. The Seller shall be liable for any other damages suffered by the Authority as a result of any breach by the Seller in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, as of the day first above written.

VENDOR

MASS TRANSPORTATION AUTHORITY

Title

General Manager, Edgar H. Benning

WITNESS:

WITNESS:



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 it, 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 sub agreement.

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 actions 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 asset 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 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)(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 non-responsive. 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, market 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 affect 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 sub agreements 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 loans 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 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 115232, 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 115232, 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 sub agreements thereunder.

Attachment “A” – PROPOSAL COST SHEET

PROPOSAL COST SHEET - ATTACHMENT A - RFP 2025-16

(This form **must** accompany your Proposal). Failure to complete this form shall result in your Bid or Proposal being deemed non-responsive and rejected without any further evaluation.

Proposed Cost of Items in Section 2 Scope of Work: \$ _____

Length of Warranty; - Service and Installation _____

Length of Warranty; - Parts and Equipment _____

Notes:

PROPOSER INFORMATION

Company Name: _____

Address: _____

Title: _____

Name: _____

Email Address: _____

Phone Number: _____

Signature: _____

Attachment “B” - Certificate Regarding Debarment/Suspension

CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(To be signed by all General Contractors

in procurements exceeding \$100,000)

The Primary Participant (applicant for a FTA grant or cooperative agreement, or potential contractor for a major third-party contract), _____ 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 of 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 application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for a FTA grant, or cooperative agreement, or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR A FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Attachment “C” - Certificate of Compliance with FTA Clauses

ATTACHMENT C
FEDERAL CERTIFICATION
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 4220.1G. 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 Number # 2025-16 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

Attachment “D” - Certification Regarding Lobbying

ATTACHMENT D

49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Fed. Reg. 1413 (1-19-96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification and disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq. apply* to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Official

Name and Title of Contractor's Authorized

Date

Updates to Standard Form LLL are required for each calendar quarter in which any event occurs that requires disclosure, or that materially affects the accuracy of the information contained in any disclosure form previously filed by the entity. Those events may include:

- a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a "covered federal action";
- a change in the person(s) attempting to influence such action; or
- a change in the officer(s), employee(s), or member(s) contacted to attempt to influence such action.

III-20

Attachment “E” – BID PROTEST PROCEDURES

ATTACHMENT E

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 (4220.1G) *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 4220.1G. 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 (4420.1G) *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 matters, 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.

Attachment “G” – SUBMISSION CHECKLIST

ATTACHMENT G

RFP #2025-16 SUBMISSION CHECKLIST

Deadline: November 12, 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:

- ☐ One (1) Original and/or One (1) Electronic Copy of the Proposal Package
- ☐ Understanding of Scope of Work
- ☐ List of Key Personnel
- ☐ Schedule - General outline/timeline of plan for accomplishing solution
- ☐ Three (3) references of similar work completed in the past 5 years
- ☐ Addendum(s) (as issued)
- ☐ Signed Proposal Cost Sheet (Attachment A)
- ☐ Certificate of Debarment and Suspension (Attachment B)
- ☐ Certificate of Compliance with FTA Clauses (Attachment C)
- ☐ Certification Regarding Lobbying (Attachment D)
- ☐ Buy America Cert. (Attachment J)
- ☐ Additional information pertinent to your firm's ability to perform this contract (optional)

See Sections 3 and 4 for more detailed information on proposal submission and format.

SUBMITTED PROPOSAL CONTAINS ALL COMPLETED FORMS/CERTIFICATIONS AS LISTED ABOVE

Job Title: _____

Authorized Signature: _____

Date _____

Attachment “H” – NOTICE OF INTENT

ATTACHMENT H

NOTICE OF INTENT

Please complete and return this form if your intention is to participate in the RFP# 2025-16. This form should be completed and returned by October 17, 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.

Chris Tribula

Mass Transportation Authority

1401 S. Dort Highway

Flint, MI 48503

Please Scan and Email the Form to: ctribula@mtaflint.org

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

Attachment “J” – Buy America Cert.

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