



**COUNTY OF NEWAYGO
NEWAYGO COUNTY, MICHIGAN
REQUEST FOR PROPOSALS (RFP)**

**Newaygo County Commission on Aging
Transit Computer Aided Dispatch and Scheduling Software**

Proposal Summary

The Newaygo County Commission on Aging is requesting sealed proposals to modernize the agency's transit system by implementing computer aided dispatch and scheduling software.

Newaygo County officially distributes proposal documents from the Newaygo County Administration Office. Copies obtained through any other source are not considered official copies. If you have received this document from a source other than the Newaygo County Administration Office, it is recommended that you obtain an official copy.

1. PROPOSAL PROCESS

The following is a schedule of events concerning the proposal process:

RFP issued	February 28, 2024
Proposals Due	Friday, April 19, 2024, at 9:00 a.m. EST
Proposal Opening	Friday, April 19, 2024, at 9:30 a.m. EST. Proposals will be opened in the Newaygo County Clerk's Office located at 1087 Newell Street, White Cloud, Michigan.
Target Project Start-up Date	July 1, 2024
Target Project Completion Date	August 30, 2024

A complete original and two copies of the sealed Proposal shall be submitted to:

**Newaygo County Clerk
1087 Newell, PO Box 885
White Cloud, MI 49349**

**** PLEASE MARK YOUR ENVELOPES: Proposal –Newaygo County Commission on Aging CADS RFP**

Sealed proposals must be received no later than **Friday, April 19, 2024 at 9:00 a.m. EST** at the address set forth above. Proposals received after Friday, April 19, 2024 at 9:00 a.m. EST will not be considered.

During the public opening, proposals will be opened, and the company name only will be read aloud.

NO FAXED OR EMAILED DOCUMENTS WILL BE ACCEPTED.

Questions regarding Proposal specifications may only be asked in writing via email to the Commission on Aging Director, Brad Hinken, at brad.hinken@newaygocountymi.gov. Newaygo County will make every effort to provide a clear answer to interested parties; however, it makes no guarantees.

Responses to questions will be placed on the County's website at <https://www.newaygocountymi.gov/finance/county-procurement/>. To view items related to this, click on the "Procurement" button; open requests will be listed in the order uploaded.

If you need any assistance, contact:

Brad Hinken
Commission on Aging Director
brad.hinken@newaygocountymi.gov

2. RESERVATION OF RIGHTS

The Newaygo County Board of Commissioners reserves the right to reject any proposals for sound, documentable business reasons, to make no award, to award the agreement to other than the lowest priced Proposal, to award separate contracts for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive any minor irregularities or formalities, and in general to make the award in the manner as determined to be in Newaygo County's best interest and its sole discretion.

3. RESPONSIVE PROPOSALS

The award will only be to a responsive and responsible firm. Companies are expected to examine the requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all the information requested herein. If any person/organization contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications or other conditions with the RFP, they are advised to ask to have the portion in question clarified. Refer to Section 1, PROPOSAL

PROCESS. The proposal must remain valid for at least 90 days from the due date for responses to this RFP.

4. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued concerning this request will be on file in the Newaygo County Office of Administration. In addition, all changes and addenda will be posted on Newaygo County's website. Refer to Section 1, PROPOSAL PROCESS, on how to access information on the website. It shall be the Contractor's responsibility to make an inquiry as to the changes or addenda issued. All such changes or additions shall become part of the contract, and such modifications or addenda shall bind all Contractors.

5. PROTEST OF THE PROCURMENT PROCESS

Contractors wishing to protest procurement decisions or processes must submit the protest in writing to the Director of the Commission on Aging at the Newaygo County Commission on Aging, 93 S. Gibbs Street, White Cloud, MI 49349 or email to brad.hinken@newaygocountymi.gov. Protests about solicitation specifications or processes must be received ten (10) business days before the solicitation due date. Protest received after the due date, but before award must be received before five (5) business days after the due date. Post award protest must be received by the Newaygo County Commission on Aging no later than five (5) days after the award decision. The written protest must identify the protesting party, clearly define the decision or process being protested and the reason for the protest and the relief desired of the Newaygo County Commission on Aging.

The Newaygo County Commission on Aging reserves the right to not accept solicitations, postpone or extend the solicitation due date, cancel any award or re-solicit based on the protest received.

The Newaygo County Commission on Aging Director will review written protest and provide a written decision to the protestor within ten (10) business days of receiving the protest.

6. TAXES, TERMS, AND CONDITIONS

Newaygo County is exempt from paying federal and state sales taxes on most transactions. The County's tax number is 38-6006112. Payment terms are subject to County fiscal policy and respective contracts. The successful company shall not assign the award of the contract or any payment without the prior written approval of Newaygo County.

7. INDEMNIFICATION AND HOLD HARMLESS

The Contractor whose Proposal is accepted must agree to the following indemnification and hold harmless responsibilities:

The Contractor shall, at his or her own expense, protect, defend, indemnify and hold harmless Newaygo County, its elected and appointed officers, employees and agents from all claims, damages, (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings,

court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence of the selected firm, its employees or agents or its subcontractors of sub-subcontractors, or any of their officers, employees or agents which may arise out of the contract.

The Contractor's indemnification responsibilities shall include the sum of damages, costs, and expenses which are more than the sum paid out on behalf of or reimbursed to Newaygo County or its elected and appointed officers, employees, agents or by the insurance coverage obtained and maintained by the selected firm according to the requirements of this RFP and the contract entered.

8. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status, and religion.

9. INSURANCE REQUIREMENTS

The Contractor whose Proposal is accepted must meet and agree to maintain during the term of the contract the following insurance coverage requirements. All coverages shall be with insurance companies licensed and admitted to doing business in the State of Michigan.

- A. **Workers' Compensation:** The successful company shall carry Workers' Disability Compensation and Employer's Liability Insurance Coverage, as required by law. If the successful company uses subcontractors and sub-subcontractors for the performance of services required under this Proposal, the successful company shall ensure that said subcontractors and sub-subcontractors carry Workers' Disability Compensation and Employer's Liability Insurance coverage, as required by law.
- B. The successful company shall be responsible for insuring all its tools, equipment, and materials which they, or any of their sub-contractors, may use or leave at the worksite. Newaygo County shall not be responsible for any loss or damage to the successful Contractor's tools, equipment, and materials.
- C. **Commercial General Liability:** The successful company shall procure and maintain during the term of the contract Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and aggregate combined single limit, for Personal Injury or Bodily Injury and \$1,000,000 per occurrence and aggregate for

Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

- D. Vehicle Liability: The successful company shall maintain Vehicle Liability Coverage and Michigan No-Fault coverage's including all owned, non-owned, and hired vehicles, of not less than \$1,000,000 per occurrence combined single limit.
- E. Additional Insured: Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be "Additional Insured." The County of Newaygo, all elected and appointed officials, all employees and volunteers, all boards; commissioners or authorities and board members, including employees and volunteers, thereof.
- F. Proof of Insurance Coverage: The successful company shall provide the County at the time of the signing of the agreement, copies of certificates or policies for Workers' Compensation, Comprehensive General Liability, and Motor Vehicle Liability.
- G. Insurance Renewals: If any of the above coverage's expired during the term of the agreement, the Contractor's insurer shall deliver renewal certification and policies to Newaygo County Administration, 1087 Newell, PO Box 885, White Cloud, MI, 49349, at least thirty (30) days before expiration. Insurance Certificate(s) may be faxed to (231) 689-7205, addressed to the Deputy Finance Director.
- H. Notice of Cancellation: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction or Material Change shall be sent to Newaygo County Administration, 1087 E Newell St., PO Box 885, White Cloud, MI, 49349-0885.

10. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn in person by a Contractor or authorized representative, provided their identity is made known, and a receipt is signed for the Proposal, but only if the withdrawal is made before the stated Proposal deadline. In case of an error by the Contractor, Newaygo County may, at its discretion, reject such a proposal upon presentation of a letter by the Contractor which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

11. AWARD

- A. This RFP in no way obligates Newaygo County to enter into an agreement. An award for this request will be made by the Newaygo County Board of Commissioners. The award will result in a fixed, firm price contract with maintenance renewal options. It is anticipated that software renewals will be completed on an as-needed basis for a minimum of 2 years (Initial year + 2 renewal years).

B. Proposal Evaluation: All Proposals will be evaluated by a review committee composed of representatives of, but not limited to, Newaygo County Administration, Commission on Aging staff, and the Newaygo County Board of Commissioners. The proposals will be evaluated on the following criteria, which are ranked in order of importance; and price is relatively less important than the other criteria as a whole:

Section	Available Points
Software Solution Specifications	30
Experience and References	25
Pricing Available Points	25
Project Implementation Plan	20

C. Pricing. The evaluated price will be the sum of the software costs, project implementation costs and training costs, on-going support costs and other costs that are necessary to meet the requirements of the proposal for a total of three years as described by the Proposer on attachment (F). The evaluated price will be scored using the following formula:

Lowest proposed price divided by the price being evaluated times the available points equals the pricing section score.

- D. Newaygo County reserves the right to award to other than the lowest price proposal. Newaygo County may choose to not proceed with all three years of costs if deemed in its own best interest. The price proposed shall be considered firm and cannot be altered after receipt per the terms of this Proposal.
- E. Applicants should be prepared to present additional information, including supplemental documentation. Applicants in a competitive range may be invited for an interview. Interviews may be by phone, video conference or in-person. Original scoring of the non-pricing criteria may be modified based on the results of the interview.

NEWAYGO COUNTY ASSUMES THAT ALL COSTS ARE SHOWN IN THE PROPOSAL.

- F. This project will be managed by the Newaygo County Commission on Aging with a target startup date of July 1, 2024, and a target completion date of August 30, 2024.
- G. Newaygo County will not pay for any information herein requested, nor is it liable for any costs incurred by the Contractor. The successful company shall commence work only after the transmittal of a fully executed contract or after receiving written notification to proceed from Newaygo County. The successful company will perform all services indicated in the Proposal packet and compliance with the negotiated contract. The contents of this RFP and the successful company’s response will become contractual obligations if a contract ensues. The failure of the successful company to accept these obligations may result in the cancellation of the award.

12. MINIMUM QUALIFICATIONS

Contractors shall demonstrate they have the resources and capability to perform the services as described herein. The following criteria shall be met to be eligible for this contract. Failure to meet the minimum qualifications is ample cause for the Contractor to be deemed non-responsive:

- A. Contractor shall have at least four years of experience with similar work.
- B. The Contractor shall designate a single point of contact.
- C. Contractor must be able to meet all insurance requirements as outlined in Section 9, Insurance Requirements.

13. AGENCY OVERVIEW AND PROJECT GOALS

The Newaygo County Commission on Aging (NCCOA) is a department of Newaygo County that reports to the County Administrator and Board of Commissioners. This project is funded by the Michigan Department of Transportation Specialized Services Program and the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Program (5310).

- A. **Service Area:** The NCCOA provides transit and NEMT services to residents of Newaygo County. Newaygo County is located in West Michigan. It is a rural county with a land area of 839 square miles and a population of just over 50,000. There are 4 small cities within Newaygo County: Fremont, Grant, Newaygo, and White Cloud. Fremont is the largest city in the County with a population of just over 4,500. Four state highways traverse the county: M-20, M-37, M-82, and M-120.
- B. **Current Operations:** NCCOA currently operates six buses and eight vans. Two additional transit vans have been ordered. The agency plans to have 16 revenue vehicles in service by the end of 2024.

NCCOA provided 23,984 trips to 613 unique passengers in 2023.

The NCCOA offers daily subscription services to persons attending activities at the NCCOA's senior center and to persons traveling to recurring essential medical appointments within Newaygo County. The NCCOA provides NEMT to passengers traveling outside of Newaygo County daily. Demand response service is offered within Newaygo County by transit vehicles not engaged in subscription or NEMT services and by vehicles engaged in subscription and NEMT services when availability and customer demand align. Demand response service is primarily offered by buses operating within or near the communities of Fremont, Newaygo, and White Cloud. The agency offers service to passengers who are not seniors or persons with disabilities on a limited basis.

The NCCOA's hours of operation are Monday through Friday from 7:00 a.m. to 6:00 p.m.

The NCCOA currently offers fare-free transportation to seniors and persons with disabilities and collects cash fares from other passengers.

The NCCOA's transportation team consist of:

- Agency Director

- Transportation Coordinator
- Transportation Dispatchers – 2
- Receptionist
- Bus/Van Drivers – 19

The NCCOA does not use dispatch software or mobile data terminals.

The NCCOA uses REI’s ARMOR software suite to provide AVL and video surveillance services.

- C. **Short-term Plans:** The agency requires a solution that will meet our current needs and match our current capabilities and have the capacity to grow with the agency as our needs and capabilities increase. The agency is in the process of transforming the transit system from one that primarily provides subscription service to NCCOA clients to a system that provides county-wide demand response service that meets the transportation needs of a larger number of older adults, persons with disabilities, and other transit dependent populations. The NCCOA is also considering converting to a Section 5311 rural transportation system within the next 5 years.

The agency’s goal is to utilize a software solution to increase efficiency and effectiveness, enabling the agency to expand the availability of our demand response service and improve the efficiency of subscription and NEMT services.

We expect trip numbers to double over the next three years. The NCCOA is very interested in developing systems to make regional connections to provide Newaygo County residents public transit to larger communities in neighboring counties

The NCCOA intends to purchase tablet computers off the shelf to serve as mobile data terminals for the agency’s transit vehicles once the contract has been awarded. The NCCOA will seek guidance from the successful proposer regarding the most appropriate tablet.

The agency intends to expand its fare collection system once a software solution is in place that can support its administration. In addition to basic fares for all passengers, the agency intends to partner with transportation brokers and bill insurance companies and health care providers.

The NCCOA does not plan to import its customer database into the software solution.

The NCCOA plans to continue to utilize its current video surveillance system.

The agency’s intent is to begin our modernization by implementing dispatch software and mobile data terminals under a contract awarded as a result of this RFP. Although we do not anticipate implementing more advanced features in the short term, we are seeking a solution that offers more advanced features to ensure consistency during long-term growth.

14. SOFTWARE SOLUTION SPECIFICATIONS

- A. The selected Computer Aided Transit Dispatch and Scheduling solution will be software-as-a-service that is accessible from common, publicly available, web browsers and mobile operating systems.
- B. Respondents should explain in a clear and concise manner how their company and proposed solution will meet or exceed the below stated requirements or propose alternatives that will address our goals and objectives.
 - 1. The solution must have an easy-to-navigate, intuitive, interface allowing dispatchers to schedule trips, monitor vehicles, manage customer accounts, view scheduled trip status, and view overall system performance.
 - 2. The solution must offer the ability for multiple staff to access and work in the application simultaneously.
 - 3. The solution must be able to send relevant ridership information to a driver's application in the vehicle in real-time.
 - 4. The solution must have client and service eligibility management features.
 - 5. The solution should offer automated schedule optimization.
 - 6. The solution must have the ability to manually schedule trips.
 - 7. The solution should allow easy modification to vehicle schedules, customer trip schedules, and driver schedules and availability.
 - 8. The solution must be configurable to allow fine-tuning of scheduling and service algorithms through a set of parameters to customize the system to the agency's operating environment, service rules, and rider expectations.
 - 9. The solution should display and report on fares collected and methods of payments.
 - 10. The solution should have funding/billing management features allowing the agency to bill per person, per trip, per mile, per hour, etc.
- C. The solution must have an integrated Automatic Vehicle Locator (AVL) and mapping system.
 - 1. The AVL must be fully integrated with the dispatch system and provide real-time information for all assets using graphical mapping.
 - 2. The mapping system must have the ability to revise and save geo-location information on mapping product to pinpoint exact passenger pickup or drop-off locations, block the use of streets, and indicate appropriate vehicles.
 - 3. The vendor is responsible for supplying up-to-date maps through the mapping provider.
- D. Driver's app. The pricing proposal should assume 16 revenue vehicles. The driver's app should meet or exceed the following requirements:
 - 1. The application must be able to be installed on the latest stable, publicly available version of Android OS and Apple iOS devices.
 - 2. The solution shall allow for safe, nonverbal communication between drivers and dispatch.
 - 3. The solution shall prevent drivers from interacting with their data terminals while in motion.
 - 4. The solution must be capable of allowing office staff to add notes to customer accounts and individual trips to display on the driver's tablet.
 - 5. The solution shall rely entirely on a paperless system, with all trip manifests being handled through driver tablets.
 - 6. Driver tablets must be capable of transmitting a silent emergency alarm to dispatch.
 - 7. The application should provide notifications to the passenger to know when the

- vehicle arrives or is approaching a pickup.
8. The application must have integrated mapping and turn by turn navigation that is easy for the operator to access.
 9. The application must be able to record the pick-up, boarding, and departure of passengers, flag a no-show, input fare data, record drop off time and pick up time, record odometer readings at each stop.
 10. The application must show the operator the customer fare due and will notify the driver if the fare has already been paid.
 11. Driver tablets should be able to capture pre- and post-trip inspection checklist data and transmit it to the system for reporting.
 12. Driver tablets shall allow for electronic capture and reporting of verification signatures. The system shall be configurable to capture signatures from passengers, drivers, or both.
- E. Reporting. The solution must include a reporting function that will meet or exceed the following requirements:
1. Report data should be able to be exported into Microsoft Excel and PDF formats.
 2. Provide standard report data such as trips performed, OTP, miles, etc.
 3. Ability to run ad-hoc reports.
- F. Long-term Growth Potential Options. The following features should be available for integration with the software solution at some point in the future but will not be implemented under the contract resulting from this RFP and should not be factored into the pricing. The availability of these optional features will be considered when scoring the Software Solution Specifications section.
1. Mobile customer application.
 2. Web-based customer / partner agency reservation portal.
 3. Electronic fare collection.

15. PROJECT IMPLEMENTATION PLAN

- A. The project implementation plan will include:
1. The vendor shall offer 24/7/365 technical support.
 2. The vendor shall provide a detailed implementation plan that includes timelines.
 3. Vendor shall provide thorough on-site training prior to the go-live date.
 4. The vendor shall be on-site a minimum of the first five workdays of implementation.
 5. The vendor shall provide tailored training sessions to managers, dispatchers, and transit drivers.
 6. Training sessions shall include installation, set-up, and use of the driver's application.
 7. Implementation shall include set-up and activation of application on existing Windows OS computers.
 8. The vendor must provide ongoing training, technical support, and updates.

16. REQUIRED CONTENTS OF THE PROPOSAL – in the following order:

- A. Submit a Company Profile (Attachment (A)). The Company Profile must be signed by a representative of your company who is authorized to bind your company.

- B. Provide a narrative of your company's approach to the successful implementation of this project. The vendor's response should not exceed 20 pages and include the following information.
1. Cover Letter: Please provide a brief cover letter introducing your company.
 2. Executive Summary: This section should include a general overview of the company's history, mission & vision, resources, current operations, leadership, technology, and available solutions.
 3. Proposed Solution Overview: Please provide an overview of the key elements of the company's proposed solution. Vendors are free to detail how their solution addresses our goals and requirements in a narrative form of their choosing, although you must describe how your solution meets the minimum requirements set forth or specify where alternative solutions are proposed.
 4. Project Implementation Plan: Please provide a detailed implementation plan identifying the key work assignments, timeline, deliverables, and training plan.
 5. Similar Projects: Please provide at least three case studies of projects in which the company has deployed similar services, with emphasis on your familiarity providing similar services in the region. Demand-response experience in a rural environment is especially relevant.
 6. Project Implementation Team: Please provide biographies of the designated point of contact and key members of the project implementation team.
- C. Please use attachment (B) to provide a list of at least three references.
- D. Submit a completed Certificate of Compliance with Public Act of 517 of 2012 found in attachment (C).
- E. Submit a completed MDOT form 3164, Materials and Supplies Less Than \$250,000 found in attachment (D).
- F. Submit a completed MDOT form 3139 Certificate of Compliance with Federal Contract Clauses found in attachment (E).
- G. Submit a completed pricing proposal found in attachment (F).

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Attachment A to Newaygo County Commission on Aging CADS RFP Company Profile

Official Name of Proposer:	Type of Entity / Organization (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other:
Street Address:	
City:	
State:	
Website:	
Primary Contact Name:	
Primary Contact Phone Number:	
Primary Contact Email Address:	
Federal Tax ID Number:	UIE Number (if applicable):
Has your company ever been debarred by the Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>	
Has your company ever been debarred by State Governments? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>	
Brief history of your company, including the year it was established:	
The individual below is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the vendor to its provisions for a period of at least 120 days.	
Signature:	
Name and Title of Signer:	
Date:	

**Attachment B to Newaygo County Commission on Aging CADS RFP
References**

Please provide three references for projects or services of similar scope within the past five years.

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Project/Service:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Project/Service:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Project/Service:	

**Attachment C to Newaygo County Commission on Aging CADS RFP
Certificate of Compliance with Public Act of 517 of 2012**

I certify that neither _____(Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded Contract as a result of this Request for Proposal, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Name of Company:
By:
Title:
Date:

Notary
State of _____
County of _____
Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____
day of _____, 20_____.
Notary Public _____
My commission expires: _____

**MATERIALS AND SUPPLIES
LESS THAN \$250,000**

Buy America applies to procurements of more than \$150,000

ACCESS TO RECORDS AND REPORTS

1. 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, leases, subcontracts, arrangements, other Third-party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.334. 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.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, 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 persons with disabilities, including any subsequent amendments to that Act, and 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 persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR 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 CFR § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 11758, 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 CFR § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a) to use 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, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading); and
- c) 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.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity", September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975", as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance", 45 CFR part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR part 1625, also prohibit employment discrimination against individuals aged 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency 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. Under this Contract, 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 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment", September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act", 29 CFR 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 CFR 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.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment", 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", 2 CFR part 180. 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 CFR part 180, subpart C, as supplemented by 2 CFR 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 CFR part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. 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 Agency 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. 49 CFR § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 CFR § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 CFR § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

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 by the contracting officer 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 such 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 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 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD-PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-party Agreement and parties thereto at any tier.

FLY AMERICA

- a) Definitions. As used in this clause -
 - 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) 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.
- d) 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].
- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. The contractor certifies that it:
 - a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. 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 be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-party Agreements and must require each Third-party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 CFR §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

SOLID WASTES

A Recipient 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 during 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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 CFR 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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses 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 115232, 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 procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 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 115-232, section 889 for additional information
- d) See also § 200.471

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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 Agency.

Distracted Driving

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 Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States -

- a) To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 3. The amount of federal assistance FTA has provided for a State Program or Project.
- b) Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

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.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, 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 Agency'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 Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that 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 the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 the Agency.

Termination for Default (Construction)

If the Contractor 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 if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency 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 Agency'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. Agency 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 Agency, the Agency'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 Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. 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 Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract, or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

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

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

CERTIFICATION

CONTRACTOR	
SIGNATURE OF AUTHORIZED OFFICIAL	DATE
NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL	

**BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS**

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

Certificate of Compliance with Buy America Requirements

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

COMPANY		
NAME	TITLE	
SIGNATURE		DATE

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

COMPANY		
NAME	TITLE	
SIGNATURE		DATE

Michigan Department
of Transportation
3139 (04/2023)

CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

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

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

_____ acknowledges receipt of the **attached** contract clauses and
(Vendor Name)

certifies compliance with all federal requirements for Computer Aided Dispatch and Scheduling Software
(Product Description)

being purchased by Newaygo County Commission on Aging under project authorization
(Transit Agency)

2022-0112 P3
(Authorization Number)

VENDOR REPRESENTATIVE	TITLE
SIGNATURE <i>(Vendor representative)</i>	DATE

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

Newaygo County
Transit Computer Aided Dispatch and Scheduling Software
Attachment F – Pricing Proposal

Vendor Name:			
Signature:			
Name and Title of Signer:			Date:

Vendor Instructions: Please complete the pricing tables and submit it with your proposal. The evaluated price will be the sum of the software costs, project implementation and training costs, on-going support costs and other costs that are necessary to meet the requirements of the proposal for a **total of three years**.

Item Description	Unit Cost	Units Required	Total	Comments
Application/Software Cost				
Project Implementation and Training Cost				
On-going Support Costs				
Other Costs				
Total Price				