Request for Proposal

CADS (Computer-Aided Dispatching and Scheduling)
Software Solution

Ludington Mass Transportation Authority (LMTA)
Ludington, Michigan
(Acting as the lead agency for a Joint Procurement)



Request for Proposal (RFP)

Direct Questions to:	Mr. Paul Keson, LMTA Executive Director, at bids@lmta.us by 12/21/2026 at 9:00 am
Date issued:	EST 11/19/2026
Questions Due:	12/21/2026 at 9:00 am EST
Date Due:	01/04/2027 at 2:00 pm EST
Total cost of implementation and first two years of software fees:	$_____
Cost of ongoing monthly or yearly subscription fees after first two years:	$_____
Submit to:	Ludington Mass Transportation Authority (LMTA) 5545 Carr Street Ludington, MI 49431

PROPOSER CERTIFICATION

The undersigned certifies that he/she offers to furnish materials and services in strict accordance with the requirements of this proposal, including any specifications, Proposal Forms, and Terms and Conditions that may be attached; that prices quoted are correct. The undersigned certifies proposal will remain valid for 120 days after the proposal's due date.

Contractor Name:	
Contractor Federal ID Number: (Precede with "S" if Social Security #)	
Contractor Address:	
City, State, Zip:	
E-mail address:	
Authorized Representative Name (Print):	
Authorized Representative Position Title:	
Authorized Representative Signature:	
Date of Signature:	

SECTION TWO

BACKGROUND INFORMATION

The Ludington Mass Transportation Authority (hereinafter referred to as the "LMTA") will be acting as the lead agency for a joint procurement for the following agencies:

- Ludington Mass Transportation Authority (LMTA)
- Antrim County Transportation (ACT)
- Cheboygan County Board of Commissioners (SRR)
- Eaton County Transit (EATRAN)
- Gladwin County Board of Commissioners (GCCT)
- Gogebic County Transit
- City of Greenville
- Ionia County Council on Aging (ICCOA)
- Kalkaska Public Transit Authority (KPTA)
- Mecosta Osceola Transit Authority (MOTA)
- City of Midland
- City of Niles (DART)
- Oceana County Council on Aging (OCCOA)
- Ogemaw County Public Transit (OCPT)
- Otsego County Board of Commissioners (OCBS)
- Sanilac County Board of Commissioners (STC)
- City of Sault Ste. Marie
- Thunder Bay Transportation Authority

These systems are looking for a solution to decrease call and text messaging volumes, help dispatchers efficiently route and schedule calls, allow customers to self-serve, and provide vehicle location services as our communities expand. While our dispatchers are skilled and knowledgeable, this job becomes more complex as customer demand increases. We are looking to leverage new technologies to help create effective schedules and increase communication effectiveness, all while reducing human error.

Below, please find a brief description of each agency:

Ludington Mass Transportation Authority (LMTA)- Lead Agency

The Ludington Mass Transportation Authority provides door-to-door demand-response public transportation services, non-emergency medical transportation, and contract transportation services to the businesses and residents of the City of Ludington, City of Scottville, Pere Marquette Charter Township, and sections of Amber Township, all located in Mason County, Michigan. LMTA provides 130,000 rides annually to students, seniors, adults, and those with disabilities with a fleet of twenty-two (22) lift-equipped vehicles. Around thirty-five percent

(35%) of these rides are scheduled, or pre-booked calls, with the remaining sixty-five percent (65%) of calls being booked the same day. LMTA has been providing transportation services for over 52 years and operates 7 days a week.

Antrim County Transportation (ACT)

Antrim County Transportation (ACT) provides demand-response public transportation service within Antrim County in Michigan. Additionally, ACT provides transportation for non-emergency health rides, contracted services, and package delivery. Antrim County has an approximate population of 24,000 and covers 602 square miles. Annually, ACT provides approximately 26,000 rides to students, children, adults, seniors, and those with disabilities. ACT is equipped with 17 on-demand vehicles, 16 of which are lift-equipped. ACT has a split of pre-booked and same-day transportation.

Cheboygan County Board of Commissioners (SRR)

Straits Regional Ride (SRR) is a multi-county bus system connecting communities in Cheboygan, Emmet and Presque Isle Counties. Straits Regional Ride is administered by the Cheboygan County Board of Commissioners. Based out of Cheboygan, SRR operates off established routes in these three Counties Monday through Friday and offers demand response along all routes. SRR also offers curb-to-curb and dial-a-ride service in the cities of Cheboygan and Petoskey. SRR consists of a fleet of 15 revenue service vehicles, traveling approximately 250,000 miles and providing 40,000 rides per year. All SRR buses are wheelchair accessible, with reasonable modifications made where necessary to ensure access for seniors and individuals with disabilities. A seasonal route is added to provide transportation to and from Mackinaw City, with most buses equipped with bicycle racks. SRR provides passengers with reliable, affordable transportation for shopping, work, school, medical appointments, and popular tourist locations within our area of service.

Eaton County Transit (EATRAN)

EATRAN provides curb-to-curb demand-response public transportation service, non-emergency medical transportation, and package delivery for all of Eaton County. EATRAN provides affordable, convenient transportation for thousands of passengers going to work, school, medical appointments, and other important destinations. EATRAN also offers regional transportation for residents traveling to and from Lansing and East Lansing, Michigan, for medical appointments. EATRAN provided over 90,800 rides last fiscal year for the 109,500 population of Eaton County. Rides for EATRAN consist of subscription, pre-booked, and also same day scheduled rides for adults, seniors, students, and those with disabilities. EATRAN has a fleet of 31 vehicles that cover 29 routes, with 19 of them overlapping. Our fleet consists of 29 cutaway buses and 2-wheel chair accessible vans that cover the 575 square miles of Eaton County. Service is provided weekdays from 5:30 a.m. to 7:30 p.m.

Gladwin City County Transit (GCCT)

Gladwin City County Transit provides door-to-door, demand-response public transportation services, non-emergency medical transportation, contract transportation, and Job Access and Reverse Commute (JARC) transportation six days a week for the residents of Gladwin County,

Michigan. GCCT provides 86,641 annual rides to students, adults, seniors, and individuals with disabilities. With twenty (20) lift-equipped vehicles, the agency offers affordable, convenient transportation for thousands of passengers traveling to work, school, medical appointments, and other vital destinations. Serving a 516-square-mile county, GCCT vehicles log over 516,827 miles per year, getting passengers to and from their stops.

Gogebic County Transit

Gogebic County Transit has been providing transportation to Gogebic County residents for 45 years. Gogebic County Transit is a small rural transportation system offering barrier-free on-demand rides for our residents. Gogebic County Transit offers non-emergent medical transportation to residents as well. Gogebic County Transit provides 30,000 rides a year to Gogebic County residents, which covers an area of 1,476 square miles. The total population of Gogebic County is approximately 14,000 people. Gogebic County Transit has a fleet of 12 vehicles; 10 of them are barrier-free.

City of Greenville Transit

Greenville Transit is a small rural dial a ride/demand response agency. The service is curb-to-curb and provides around 2,400 trips monthly with our 7 accessible vehicles. Greenville Transit has a small footprint, operating only in the City of Greenville and Eureka Township. Service is provided Monday-Friday 7 am- 4 pm. Roughly 20% of ridership is subscription-based, while all other ridership is same-day service. Currently, Greenville Transit transposes calls to a Microsoft Excel spreadsheet, and routes are assembled and dispatched to drivers via radio. Drivers utilize paper and pencil to record trips, rider classification, etc.

Ionia County Commission on Aging (ICCOA)

The Ionia County Commission on Aging (ICCOA) provides door-to-door, demand-response rides and contracted trips throughout Ionia County and non-emergency medical transportation to select destinations outside Ionia County. Special assistance is provided in boarding, stowing walkers, and carrying packages for those who need this help. Staff includes part-time employee and volunteer drivers and one full-time Transportation Coordinator, with additional support from agency Administrative Assistants for scheduling, intake, and reminder calls.
ICCOA's fleet consists of 7 vehicles: 6 accessible minivans with ramps and one SUV. ICCOA plans to transition to a fully accessible fleet in the near future. Annually, ICCOA currently delivers approximately 5,500 trips, both local and out of county, logging over 100,000 miles.

Kalkaska Public Transit Authority (KPTA)

The Kalkaska Public Transit Authority (KPTA) is a rural transit system that has been serving a 571-square-mile area, including the communities of Kalkaska, South Boardman, and Rapid City, since 1984. KPTA operates a fleet of 21 buses and continuously works to enhance its community presence. KPTA functions as a demand-response system, providing services on weekdays from 7:00 AM to 6:00 PM. KPTA offers convenient transportation for thousands of passengers traveling to work, school, medical appointments, and other essential destinations. KPTA transported approximately 78,500 passengers in fiscal year 2025.

Mecosta Osceola Transit Authority (MOTA)

The Mecosta Osceola Transit Authority provides door-to-door demand-response public transportation services, non-emergency medical transportation, and contract transportation to the businesses and residents of Mecosta and Osceola Counties, Michigan. MOTA provides 40,000 rides annually. MOTA services adults, students, seniors, and those with disabilities with twenty-five (25) lift-equipped vehicles. Around eighty percent (80%) of these rides are pre-booked calls, with the remaining twenty percent (20%) of calls being booked same day.

City of Midland Dial-A-Ride

The City of Midland Dial-A-Ride was established in 1974 and provides more than 100,000 curb-to-curb, demand-response public transportation rides each year. Dial-A-Ride operates 13 cutaway buses and 3 electric transit vans, all of which are lift-equipped. Service is available weekdays from 6:30 a.m. to 10:30 p.m., Saturdays from 8:00 a.m. to 8:00 p.m., and Sundays from 8:00 a.m. to 2:30 p.m.

City of Niles (DART)

The City of Niles Dial-A-Ride Service provides door-to-door demand-response public transportation services, non-emergency medical transportation, businesses and residents of the City of Niles, Niles Charter Township, City of Buchanan, much of Buchanan Township, and some bordering townships. Niles DART also connects with Transpo of South Bend, Indiana, with our deviated fixed route. Providing 44,000 rides annually, the Niles DART services students, adults, seniors, and those with disabilities with thirty (30) lift-equipped vehicles. Around forty percent (40%) of these rides are scheduled, or pre-booked calls, with the remaining sixty percent (60%) of calls being booked the same day.

Oceana County Council on Aging (OCCOA)

Serving as a vital mobility lifeline for rural Oceana County, Michigan, the Oceana County Council on Aging (OCCOA) delivers countywide transit solutions designed to promote health, independence, and community access. Local services include door-to-door demand-response rides, non-emergency medical transportation (NEMT), and contracted routes across the county. Operating 7 lift-equipped cutaway buses and 1 lift-equipped transit van, OCCOA provided more than 10,000 in-county rides and drove over 92,000 local miles in 2025. To ensure healthcare access beyond county borders, OCCOA offers specialized out-of-county medical transport exclusively for seniors—utilizing lift-equipped paratransit for individuals using wheelchairs, which delivered 215 trips and over 8,600 miles, and volunteer drivers for ambulatory seniors, who provided over 1,000 trips and drove nearly 47,000 miles.

Ogemaw County Public Transit (OCPT)

The Ogemaw County Public Transit is a small rural transit system providing door-to- door demand-response public transportation services for all residents and businesses in Ogemaw County. In 2025, OCPT provided 40,800 annual rides for non-emergency medical transportation, contract transportation, servicing students, adults, seniors, and those with disabilities, transporting people to work, shopping, appointments, and socializing with (12) lift-equipped

cut-away buses and (2) cut-away vans. With the new Ogemaw County millage, OCPT will be able to provide ridership with more flexibility and dependability in whatever they choose to do.

Otsego County Bus System (OCBS)

The Otsego County Bus System provides curb-to-curb demand-response public transportation services, non-emergency medical transportation (NEMT), and contract transportation services to the businesses and residents of Otsego County, Michigan. Providing 45,000 rides annually, the OCBS serves students, adults, seniors, and those with disabilities with sixteen (16) lift-equipped vehicles and covers 526 square miles. Around fifty-five percent (55%) of these rides are scheduled, or pre-booked calls, with the remaining forty-five percent (45%) of calls being booked the same day.

Sanilac County Transportation (STC)

Sanilac County Transportation is a small rural demand response agency covering nearly 1,590 square miles. The service that STC provides is curb-to-curb and completes nearly 4,362 rides monthly. STC utilizes 1 non-wheelchair accessible van, 2 wheelchair accessible vans, and 13 buses. STC operates within Sanilac County while also covering out-of-county non-emergency medical trips when needed. Operational hours are 6:00 a.m. to 6:00 pm Monday - Friday & Saturday is used mainly to transport Dialysis riders. Approximately 80% of our ridership is subscription-based, while the others are same-day service. Sanilac Transportation uses the PC Trans dispatch program to create routes and daily rides. Drivers use tablets to run their assigned routes and to see any changes that may be made throughout the day; the dispatch team notifies them as well by radio.

City of Sault Ste. Marie

Chippewa Luce Mackinac Community Action Agency (CLMCAA) operates the City of Sault Ste. Marie's transportation system. City of Sault Ste. Marie owns the transit system related to this proposal but contracts with CLMCAA for administration of the services. Any resulting contract will be with the City of Sault Ste. Marie. The system provides roughly 16,000 passenger trips annually, serving the general public, older adults, individuals with disabilities, and residents needing transportation to employment, medical appointments, shopping, social services, and other essential destinations.

Sault Ste. Marie Dial-A-Ride operates a fleet of six vehicles, including one spare, and provides both demand-response and deviated fixed-route transportation. Two vehicles operate established deviated fixed routes within the Sault Ste. Marie service area, while demand-response trips require at least one day of advance scheduling. Sault Ste. Marie Dial-A-Ride currently utilizes PCTrans for scheduling and dispatching.

Thunder Bay Transportation Authority

Thunder Bay Transportation Authority provides on-demand service to the residents of the City of Alpena and the Township. Thunder Bay Transportation Authority receives a millage to offer low fares for the riders in the city, and that service is ran 7 days a week. Thunder Bay Transportation Authority provides non-emergency medical transportation to its service area, which includes Alpena, Montmorency, Alcona, and parts of Presque Isle County, where it takes

riders throughout the State of Michigan. Thunder Bay Transportation Authority just started a new service called Rides to Wellness, which runs 7 a.m.–4 p.m., Monday– Friday. Thunder Bay Transportation Authority has been transporting 9,000-10,000 rides per month across all services.

SCOPE OF WORK

Project Objectives

The LMTA and many other transits listed in the joint procurement currently use PC-Trans software, while several of the other agencies do not even have computerized dispatch methods. All agencies seek to upgrade and/or replace their dispatch and operations software with computer-aided dispatching software (CADS). This project will be managed by the Ludington Mass Transportation Authority. Once awarded, each transit listed in the joint procurement may enter into a contract individually with one of the two top scoring vendors.

Technical Requirements

Refer to the evaluation section; these are the criteria we will use in evaluating proposals. LMTA reserves the right to award to the responsive, responsible vendor(s) whose proposal represents the Best Value to the LMTA. The contract(s) will be a firm, fixed-price contract.

Your proposal should include the network requirements needed for the proposed dispatch program to run efficiently and effectively. You should note the complete server, workstation, network, and ISP requirements in your response. The proposal should also include the implementation process and plan for the training and onboarding of new software.

SPECIFICATIONS

The implementation price must include all required equipment such as appropriate tablets/mobile data terminals (MDT) and vehicle mounting equipment for all agency vehicles that are capable of enabling all listed minimum capabilities of the dispatch system.

The selected dispatch system must be capable of the following minimum requirements:

1. The application must be able to receive and/or record the following customer data:
    1. Full Name, address, phone number, township, city
    2. Passenger type (youth, student, adult, senior, disabled, and senior disabled
    3. Passenger mobility needs (uses the lift, walker, scooter, or other mobility devices)
    4. Emergency contact information
    5. Notes recorded to better serve or communicate with the customer
    6. Service eligibility of the customer
2. Application must have an easy-to-navigate portal/interface allowing dispatchers to monitor vehicles, view real-time GPS coordinate locations, manage customer accounts, view scheduled trip status, and view overall system health such as on-time performance (OTP)

3. Application must be hosted, browser-based, and accessible to transit users for free from browsers found on common, publicly available desktops, tablets, and/or other mobile devices
4. Application must be able to accommodate multiple service types such as demand-response service, paratransit, Microtransit, Non-Emergency Medical Transportation (NEMT), route-based services, and volunteer driver transportation service, all within the same application instance
5. Ability for the system to share vehicles with multiple service types if programmed to do so
6. The ability for multiple dispatch/scheduling/operations staff to access and work in the application simultaneously
7. The application can send all ridership information (customer name, pickup address, drop-off address, time, trip notes) to a driver application available to drivers in the vehicle
8. Data must be transmitted to and from the vehicle, and the channels must be adequate to allow the transmission of data in real-time
9. Application has client and service eligibility management features
10. Offers automated, real-time (same-day), and day-before continuous scheduling optimization
11. Ability to manually schedule trips to vehicles, runs, or ride plans, if necessary, for part or an entire shift duration (i.e., contract service)
12. Allows for easy modification and/or changes to items such as vehicle/run/ride plan schedules, customer trip schedules (including re-assignment), and driver schedules and availability
13. Automatic vehicle location (AVL) must be fully integrated with the dispatch system and must provide real-time information for all assets using graphical mapping of vehicles, routes, stop addresses, etc., along with showing relative health in terms of OTP
14. Vendor is responsible for supplying up-to-date maps at least once yearly, or at another reasonable interval of time to be agreed upon in writing with an Agency, through the mapping provider
15. On-demand, pre-scheduled, or subscription trips can be scheduled through the call center (dispatch), mobile app, or web portal, and scheduling availability and requirements can be configured per-service
16. Rides scheduled for a NEMT or other limited eligibility service allow for dispatch to approve the trip eligibility before the trip is scheduled
17. Trips can be scheduled to certain vehicles/runs for contract service based on a scheduled, recurring trip and/or specific customer basis
18. Application allows for passenger suspensions due to excessive no-shows or other reasons deemed appropriate by the agency, and allows for call center (dispatch) staff to easily see customer suspension status
19. Ability to revise geo-location information to pinpoint exact pickup or drop-off locations for drivers

20. Ability to modify or augment map data to include the ability to block the use of streets, or provide other changes that would help to direct drivers and provide more accurate schedules
21. Application must include an operator/driver's app that includes the following minimum requirements:
    1. Must be able to be installed on the latest stable, publicly available version of Android and/or iOS devices
    2. Receives real-time communication and updates (including trip changes and updates) from dispatch and any customer interactions with the application
    3. Must be designed in a way to provide minimal distractions to the driver while the driver is operating the vehicle
    4. Allows for two-way communication between the operator and dispatch
    5. Provides communication to the passenger to know the location of the vehicle, and/or provides customers with notifications when the vehicle arrives and is approaching a pickup
    6. Has integrated mapping and turn-by-turn navigation that is easy for the operator to access
    7. Vendor is responsible for supplying up-to-date maps with such updates pushed through the app at least once yearly, or at another reasonable interval of time, through the mapping provider
    8. 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, and record odometer readings at each stop
    9. Shows the operator the customer fare due, and will notify the driver if the fare has already been paid
22. Application must include a white-labeled customer app that includes the following minimum requirements:
    1. Must be able to be installed on the latest stable, publicly available version of Android and iOS devices for no additional fee
    2. Provides day-of, real-time trip monitoring to the customer regardless if the trip was scheduled through the app, a web portal, or a dispatching module/interface
    3. The ability for the agency to post travel notices or announcements on the app for customers to see (i.e., service changes or delays, etc.)
    4. Customers can schedule on-demand, pre-scheduled, or subscription trips through the app, and allows for the trip to be paid for through the app (no additional fees can be charged to customers except what has been agreed upon in writing by the agency) or when they board the agency vehicle
    5. Must include a ticketing and payment system to encourage customers to pay through the app
    6. Provides customers with trip information and notifications such as vehicle location, ETA, and/or notifications on arrival

7. Ability of customers to save their data to a secure personal account

23. 24/7/365 technical support with an initial response time of no more than one (1) hour free of charge
24. Dispatchers can see and report on fares collected and methods of payments
25. Ability to easily run reports
26. Report data should be able to be exported into a format compatible with Microsoft Excel
27. Provide standard report data such as trips performed, On Time Performance (OTP), miles, group trips, etc.
28. Any reports that need to be created to comply with reporting requirements from the State of Michigan, Federal Transit Administration (FTA), or local governing board or municipality shall be created for the agency at no extra charge
29. The application must include a web portal to increase access for customers who do not have access to mobile apps. The web portal shall have the following minimum requirements:
    1. Allows customers to create and manage customer accounts at no additional charge that are also accessible via the phone app, including fare payments
    2. Allows customers to schedule initial and return trips
    3. Accepts passenger information and needs such as using a wheelchair or walker, carrying portable oxygen, being visually impaired, or needing a personal care attendant
    4. Allows customers to confirm trip details before submission
    5. Allows customers to be notified of approvals, denials, or modifications
    6. Organizations such as hospitals, Adult Foster Care (AFC) homes, schools, hotels, and other businesses shall be able to use the web portal scheduling to schedule rides for their customers or guests
30. Provides funding/billing management allowing the agency to bill per person, per trip, per mile, per hour, per group, etc.
31. Any reports that need to be created to be used for the specific purpose of billing customers shall be created for the agency at no extra charge
32. Ability to run ad-hoc reports
33. Ability to capture client or facility signatures on driver tablets

Additional Specs for Fixed Route Service

1. Provides fixed route management and dispatching services
2. Ability to view fixed route and paratransit services in one application and application instance
3. The rider app shows notifications, including Estimated Time of Arrival (ETA) data
4. Includes a ticketing and payment system for both the Paratransit and Fixed Route services

All travel costs billed will follow the State of Michigan's vehicle and travel rates. Current travel rates can be found on the Department of Technology, Management and Budget's website at: https://www.michigan.gov/dtmb.

OFFER PREPARATION AND SUBMITTAL

Questions on the RFP must be submitted to **Paul Keson at** bids@lmta.us by 12/21/2026 at 9:00 am EST with a subject line that includes "Dispatch Software Consortium" and will be answered in writing. Questions, answers, and any addendums to the RFP will be posted on the LMTA's website at www.dialaridelmta.com and distributed to every firm that was sent the RFP and to every firm that has submitted a proposal or question. Verbal questions will not be accepted.

Proposal Content

The following needs to be included with your proposal:

- **Proposal Cover Page**
  Complete and sign page 2 of this RFP package. This document must have a digital signature or be signed in ink by an official of the submitting organization authorized to bind the proposer to the provisions of the RFP and the quotation.

- **Statement of Proposal**
  Provide a narrative statement of your proposal indicating, through the use of drawings, diagrams, or other material, the way in which you propose to satisfy the requirements outlined in the specifications section (including a proposed implementation timeline).

- **Organization Structure**
  Indicate through the use of organization diagrams and/or narrative statements, the proposed staffing, functioning, and interrelationships with the LMTA and other agencies within the joint consortium during the production of the design package.

- **Prior Experience**
  Descriptions of at least three (3) prior or present projects which would substantiate your qualifications to perform this project. Include name, address, and telephone number of the responsible person of former client's organization who may be contacted for reference.

- **Staff Description**
  Identify principal staff personnel by name and qualifications as well as any key staff personnel.

- **Authorized Negotiators**
  Provide the names, telephone numbers, and email addresses of personnel of your organization authorized to negotiate with the LMTA and other agencies within the joint consortium.

- **Expected Payment Terms**
  Vendors must specify their expected terms of payment in their bid package (e.g., monthly payments, milestones, software fees billed annually, etc.).

- **Detailed List of Itemized Costs**
  A complete list of itemized costs related to the project/solution is required. Itemized costs should include the sum of the first two years of fees and all required equipment. Information requested in this section is required to evaluate the reasonableness and quality of the proposal and will be used by each agency individually within the joint consortium for evaluation purposes.

- **Federal Clauses**
  Completed and signed federal clauses form (Professional Services More Than $350,000).

- **Debarment Certification**
  Provide documentation showing the Contractor is not debarred in SAM.gov federal system. To fulfill this requirement, submit a screenshot showing a search, or searches, for Contractor official name(s), selecting “all words” and search results that should show either (1) “No matches found” or (2) a green “Entity” indicator box at the top of the Contractor entry in SAM.gov, both of which indicates the Contractor is not on the federal debarred or suspended list.

- **Marketing Materials – optional**
  Additional information, such as marketing materials, may be included in an appendix if desired, but should not be considered a replacement for answering any of the questions asked in this proposal.

- **Business Organization**
  State the full name and address of your organization and, if applicable, the parent or subsidiary entity that will perform or assist in performance of the work contained in your proposal or will provide any assistance. Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you are incorporated. All respondents must indicate their organization’s federal identification number. Also include a certified copy of your latest annual report, including the balance sheet and income statement, OR a letter certifying you are in good financial standing.

Minority owned and female-owned firms are encouraged to respond to the solicitation for proposals.

Proposal Submittal

All organizations submitting proposals must **e-mail one (1) copy** of your proposal to bids@lmta.us with the subject line "Dispatch Software Consortium Proposal". Alternately, organizations may mail or deliver a hardcopy proposal packet in an envelope marked "Dispatch Software Consortium Proposal" to:

Ludington Mass Transportation Authority
ATTN: Paul Keson
5545 Carr Street
Ludington, MI, 49431

Emailed and mailed **proposals must be received by 01/04/2027 no later than 2:00 pm EST. Late submissions will not be accepted**.

If a proposing company has more than one solution, such as a traditional/legacy model vs Software as a Service, they may submit more than one proposal. However, each proposal will be evaluated and scored independently of the other.

- Traditional/legacy model: Purchase the system upfront and pay annual maintenance/service fees
- Software as a Service: Paid monthly on a per-bus basis

This project is funded by the Federal Transit Administration (FTA) and the Michigan Department of Transportation (MDOT) grants. It is subject to federal and state guidelines.

LATE SUBMISSIONS

Offerors are responsible for submitting offers to reach LMTA on time. The entire proposal must be received before the specified due date and time, not merely a portion of it. Moreover, no acts of God or similar factors will excuse lateness.

MODIFICATIONS AND WITHDRAWALS OF OFFERS

Proposals may be withdrawn in writing at any time before the due date and time. A proposal may also be withdrawn in person by a proposing firm, provided the withdrawal is made before the due date and time. The proposing firm must sign a receipt of withdrawal. No proposal may be withdrawn after the due date unless there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date and time. The LMTA shall require proof of agency authority from the person withdrawing the proposal.

PROPOSAL EVALUATION FOR AWARD

LMTA intends to award two separate vendors through this one RFP and each agency listed above will individually select one of these two vendors to negotiate with to create a comprehensive package that fits the agency's needs within the specifications of this solicitation.

The proposals will be evaluated using the selection criteria below. All proposals shall be subject to an evaluation by the Selection Committee, assisted by other technical personnel as deemed appropriate for the purpose of selecting the proposer with whom a contract will be executed. The Selection Committee will consist of the LMTA Agency Director and two other designees from the transit agencies listed in the joint procurement. Representatives from the firm(s) in a competitive range may be invited to meet in person or by video conference with the Selection Committee before the final selections are made. Original scoring of the non-price criteria may be adjusted based on the results of the presentations. The LMTA and the transits listed in the joint procurement reserve the right to reject any and all proposals in whole or part for sound, documentable, business reasons. The LMTA and the transits listed in the joint procurement also reserve the right to award to other than the lowest price proposal. The selection criteria are listed in order of importance. Price is less important than the other evaluation criteria as a whole. The criteria are as follows:

- Method of Approach: This refers to the technical soundness of the proposer's stated approach to the project, the comprehensiveness of the proposed approach, and the techniques to be used. The proposal should describe the approach and techniques used to achieve each item in the scope of work and technical requirements listed throughout the RFP.
- Prior Experience: Evaluation will be based on references, samples of work, and explanations of similar services offered to clients that yielded results and demonstrations of measurable impact of the proposer's work.
- Understanding the Context and Purpose: A determination will be made of the consultant's understanding of the project purpose, the regional context, and aspirations for the LMTA or other transit agency. Evaluation will be based on the response provided in the proposal.
- Capability and qualifications: The ability of a prospective proposer will be evaluated under the terms of the RFP, relative to the qualifications of personnel assigned to the project needed to successfully complete the project. The proposer's professional and project staff that work on the project must be the same staff that is identified in the proposal.
- Ongoing Annual Costs: A determination will be made from the proposal as to whether the LMTA or other transit agency can afford and maintain any ongoing annual costs, including annual software license fees and other service fees that are required to maintain and support the complete system as proposed, as well as the monthly or yearly fee schedule that is required of the Agency. Evaluation will be on the sum of one year of ongoing fees.

Prices for ongoing annual costs will be evaluated based on the following formula:

(lowest price/price of bid being evaluated) x (assigned points) = number of points received

- Price: The evaluated price will include the options listed in section three, to include the sum of implementation and the first two years of software fees. Prices will be evaluated based on the following formula:

  (lowest price/price of bid being evaluated) x (assigned points) = number of points received

The vendors deemed by the Selection Committee to fall within a competitive range as determined by the Selection Committee will be asked to present, which shall include a demonstration of their software, virtually to Selection Committee members with an open invitation to other transits within this consortium to attend the presentations as non-evaluating attendees. Original scores may be modified based on the oral presentations. Presentations will be held between 1-3 weeks from the proposal due date. Multiple date and time options will be offered, and scheduling flexibility will be provided to the extent possible and within reason. Vendors who are unavailable for a virtual presentation shall forfeit consideration for re-evaluation and original evaluations will be retained for final score comparisons when selecting the two top-scoring vendors.

The agencies reserve the right to waive any informalities or minor defects. The LMTA or other transit agencies reserve the right to use whatever reasonable and prudent evaluation techniques it deems appropriate.

NOTICE TO PROCEED

Each agency within this consortium will contract with one of the two selected vendors and must have a third-party subcontract approved by MDOT. The awarded subcontract serves as the vendor's Notice to Proceed. The MDOT third party contract is attached for reference and will be expected to be signed by selected vendors.

DURATION OF CONTRACT

LMTA, acting as the lead agency, is anticipating a start date no later than 04/27/2027, with a completion date no later than 07/27/2027.

TERMS OF PAYMENT

Vendors must specify their expected terms of payment in their bid package (e.g., monthly payments, milestone-based payments, software fees billed annually, etc.), which may be negotiated between the selected vendors and agencies. The prime contractor(s) will complete

the project AND submit an invoice to guarantee payment. No payment will be submitted to the State of Michigan for reimbursement until the transit verifies that the project meets the bid specifications. Upon acceptance, the transit will submit a request to the State of Michigan, which will take a minimum of forty-five (45) days to be processed. No payment will be made by the transit until the reimbursement check is received by the transit from the State of Michigan. All invoices shall be **itemized**.

PROPOSAL PROTESTS

Contractors wishing to protest procurement decisions or processes must submit the protest in writing to the Executive Director, Paul Keson, at the LMTA, 5545 Carr Street, Ludington, MI 49431. Protests about solicitation specifications or processes must be received 10 business days before the solicitation due date. Protests received after the due date, but before award, must be received within 5 business days after the due date. Post-award protests must be received by the LMTA no later than 5 business days after the award decision.

The LMTA Executive Director or his designee will review the written protest and provide a written decision to the protestor within 10 business days of receiving the protest.

The protestor can appeal the LMTA Executive Director's or his/her designee's decision to the LMTA board. That appeal must be filed with the LMTA Executive Director or her designee within 5 business days of the Executive Director's or his/her designee's decision. The LMTA board's decision on the appeal is final.

This "disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above; provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Proposal protests shall contain:

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

SECTION THREE

CONTRACTOR FURNISHINGS

The contractor shall provide all supervision, labor, materials, supplies, parts, tools, transportation, and equipment necessary to perform the scope of this project.

INDEMNITY PROVISIONS

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

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

OPTIONS

• Option For Increased Quantities:

The LMTA or any other transit listed in this joint procurement may increase the quantity of supplies (i.e., tablets, licensing, equipment) at the unit price quoted in the proposal for up to 10 units per transit after the contract award. The LMTA or other transit may exercise the option by giving written notice to the Contractor within twelve (12) months of contract award. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

- Option to Extend Services:

  The LMTA or other transit listed in this joint procurement may require continued performance of any services within the limits and at the rates specified in the contract. The option to extend services may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The LMTA or other transit may exercise the option by giving written notice to the Contractor by the Contractor by 3 months before the expiration of the resulting contract period.

SECTION FOUR

TERMINATION FOR DEFAULT AND CONVENIENCE

The LMTA and other transits listed in this joint procurement may at any time and for any reason terminate Contractor's services and work at their convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by the transits listed on this joint procurement; (3) plus ten percent (10%) of the cost of the work for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor before the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against the LMTA or other transits for any additional compensation or damages in the event of such termination and payment.

INSPECTION

Final inspection and acceptance of all work, reports, performance, and other deliverables required under this contract shall be performed at the place of delivery by the Contracting Officer.

The agency reserves the right to waive any informalities or minor defects.

ASSIGNMENT

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

IMPACT OF FEDERAL, STATE, AND LOCAL TAXES

The LMTA and the other transits listed in this joint procurement are exempt from Federal, State, and local taxes. They will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this RFP.

DISPUTES

The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have authority to settle the same.

If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, except for matters arising from or concerning indemnification, which shall be governed by and construed in accordance with the laws of the State of Michigan.

EXAMINATION OF RECORDS

The bidder(s) who are awarded the contract agree that the auditor of the transits listed on this joint procurement or an authorized representative from the State of Michigan shall have access to, and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of this contract. All records relating to the awarded contract shall be retained for three (3) years after the date of final payment or completion of any required audit.

Compliance with this clause does not relieve a contractor from retaining any records required by other laws or regulations of federal, state, or local government units.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

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, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, 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.

CHANGES TO FEDERAL REQUIREMENTS

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.

CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act", 49 CFR part 21 and any implementing requirement FTA may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to
   a) Nondiscrimination in 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), 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, Title VI of the Civil Rights Act of 1964", 49 CFR part 21, and 49 U.S.C. § 5332, prohibits 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 age 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. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). 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 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. Federal Law and Public Policy Requirements. 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; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air 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.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

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

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 CFR §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension”. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third-Party Participant:

1. Complies with federal debarment and suspension requirements; and
2. Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR part 1200.

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, 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).

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 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.

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.

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.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

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.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance 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 FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes”, any subject data or copyright described below. For “Federal Government Purposes”, means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its federal license to any other party.
    a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
    b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal 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 Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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 as a 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 covered telecommunications equipment or services;
   2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
   3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

b) As described in section 889 of Public Law 115232, "covered telecommunications equipment or services" means any of the following:
   1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
   2. 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).
   3. Telecommunications or video surveillance services provided by such entities or using such equipment.
   4. 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.

c) For the purpose of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

d) In implementing the prohibition under section 889 of Public Law 115232, heads of executive agencies administering loan, grant, or subsidy programs must 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 or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

e) When the recipient or subrecipient accepts a loan or grant, it is certified that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expanded on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

f) For additional information, see section 889 of Public Law 115232 and 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 from the Agency.

RESTRICTIONS ON LOBBYING
Conditions on use of funds.

a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
   1. Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or
   2. An award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
   1. A Federal contract, grant, or cooperative agreement exceeding $100,000; or
   2. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
   1. 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; or
   2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
   3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
   1. A subcontract exceeding $100,000 at any tier under a Federal contract;
   2. A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;
   3. A contract or subcontract exceeding $100,000 at any tier under a federal loan exceeding $150,000; or,
   4. A contract or subcontract exceeding $100,000 at any tier under a federal cooperative agreement. Shall file a certification, and a disclosure form, if required, to the next tier above.

e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to December 23, 1989, effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart (b) or (c).

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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

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.

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 CFR §§ 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).

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 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.

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 cases, the Notice of Termination will state the time period in which a 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 the 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 the 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 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 the Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of the 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 as a 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 contact 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 the Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract is 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.

VIOLATION AND BREACH OF CONTRACT

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

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

Clear Form

FEDERAL CERTIFICATIONS
CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ , hereby certify
Name and Title of official

on behalf of _____ that:
Name of Bidder/Company Name

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

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

- 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. 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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE

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	

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

Michigan Department of Transportation
5634 (04/2023)

Instructions

Clear Form

_____
(NAME OF TRANSIT AGENCY)

THIRD PARTY CONTRACT

_____
(CONTRACT NUMBER)

This AGREEMENT is entered into this (day) of (month) _____ (year) by and between the _____ (hereinafter referred to as "Agency", located at _____
(TRANSIT AGENCY ADDRESS)
and _____ (hereinafter referred to as "Contractor"),
(NAME OF VENDOR COMPANY)
located at _____.
(VENDOR ADDRESS)

WITNESSETH:

In consideration of the covenants, recitals, promises, representations and agreements herein set forth, the Agency and the Contractor do hereby expressly agree as follows:

ARTICLE I
SCOPE OF WORK

It is mutually understood and agreed that:

The Contractor shall perform in accordance with this contract, and shall furnish all materials, performance of work, and services required to perform and complete in a sound, economical and efficient manner, and in accordance with provisions hereof and all applicable laws, all the work required for the following project:

_____
(SCOPE OF WORK TO BE PERFORMED)

ARTICLE II
COMPONENT PARTS OF THIS CONTRACT

This contract consists of this agreement and the following component parts. Components which are incorporated by reference and made part of this contract even if not attached hereto are referenced by title, date or other method of identification.

_____
(DOCUMENT 1)

_____
(DOCUMENT 2)

_____
(DOCUMENT 3)

_____
(DOCUMENT 4)

_____
(DOCUMENT 5)

_____
(DOCUMENT 6)

Attachment A - _____
(FEDERAL CONTRACT CLAUSES)

Appendix A - Prohibition of Discrimination in State Contracts.

Any inconsistency in the terms associated with this Contract will be resolved by the following order of precedence:

(a) Published addenda modifying the (i) _____.
(b) The contents of the _____.(i)
(c) Contractor's response to the _____ requirements.(i)

ARTICLE III
TIME

It is mutually understood and agreed that the Contractor will commence the work to be performed under this contract after this document is approved by the Michigan Department of Transportation. The signed and executed Third Party contract will serve as the "Notice to Proceed" subject to authorized adjustments, completion shall be achieved, and the following

_____
(SCOPE OF WORK FROM ARTICLE I)

shall be delivered according to the Terms and Conditions of this Agreement by _____.
(DATE)

ARTICLE IV
PRICE

It is mutually understood and agreed that the Agency will pay in current funds to the contractor,

_____
(DEFINE TERMS (LUMPSUM, ETC.) SUBCONTRACT DOLLAR AMOUNT AND ANY LOCAL FUND USED)

for completion of the work described in Article I as specified, subject to any deduction or additions provided by Change Order as provided in the Terms and Conditions. The total costs are not to exceed the Contract maximum amount of $_____.

The Contractor agrees that the costs reported to the Agency for this Contract will represent only those items which are properly chargeable in accordance with this Contract. All travel costs billed will follow the State of Michigan's vehicle and travel rates. Current travel rates can be found on the Department of Technology, Management and Budget's website at: https://www.michigan.gov/dtmb. The Contractor also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

If progress payments are made for costs incurred by the contractor prior to the completion of work, the Agency shall obtain adequate security for those payments; and, the Contractor will provide sufficient documentation to substantiate the work performed for which payment is requested.

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from the DEPARTMENT. The AGENCY agrees further to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of Title 49 CFR, Part 26.29, and does not confer third-party beneficiary right or other direct right to a subcontractor against the DEPARTMENT. This provision applies to both DBE and non-DBE subcontractors.

Add other sections of text as needed:

ARTICLE V
MISCELLANEOUS

ALL terms and conditions included in the prime contract are incorporated in the subcontract. In the event of a conflict between the terms and conditions of the subcontract and those of the prime contract, the terms and conditions of the prime contract shall prevail.

This contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

In witness whereof the parties hereto have caused this agreement to be executed on the day and year first above written, in several original counterparts, each of which shall be deemed to constitute an original having identical legal effect.

CONTRACTOR: _____
(NAME OF VENDOR COMPANY)

SIGNATURE TITLE DATE

AGENCY: _____
(NAME OF TRANSIT AGENCY)

SIGNATURE TITLE DATE

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INSTRUCTIONS

Back to Form

An MDOT - approved third party subcontract is required between the transit agency and contractor for purchases of more than $100,000. This template is intended to be a guide to developing a third-party subcontract. Your agency or unit of government may require additional contract language. This may be language for indemnification, severability, liquidated damages, force majeure events, assignment, complete agreement, and/or waivers. This is not to be construed as a full and complete list. Consult an attorney or your legal department if you need more information.

NAME OF TRANSIT AGENCY- This is the name of the entity on the project authorization awarding the funds. Use as complete of an agency name as possible. For a transit agency that's a unit of county or city government, this will likely be the name of the city or the county board of commissioners.

CONTRACT NUMBER - This is the project authorization and subcontract number. The project authorization number is the Agreement Number and Authorization Number at the upper right of the grant contract. The subcontract number S is followed by the number of subcontracts the project authorization has. For example, the first subcontract on Agreement Number 2017-0235 and Authorization Number P11 should be written 2017-0235/P11/S1.

NAME OF VENDOR COMPANY AND VENDOR ADDRESS - This is the name and address of the vendor company providing the product or service. It must match the vendor company name in the vendor company's submitted proposal, bid or quote.

SCOPE OF WORK TO BE PERFORMED - This is the task the vendor company must provide. It is typically a description of the work and a reference to the issued solicitation. A typical scope of work might be "county-wide needs assessment study as described in the City of Hartford's Request for Proposal RFP 2016-7" or "Manufacture and delivery of four 29ft buses".

DOCUMENTS 1, 2, 3, 4, 5, 6 - These are attachments to the subcontract. Two required attachments are the solicitation as issued and the vendor company's submitted proposal, bid or quote. Your local agency may require additional attachments. You need to make sure the appendices, exhibits and or attachments are numbered and lettered correctly and match your contract language.

FEDERAL CONTRACT CLAUSES - Two other attachments are required after DOCUMENT 6. They are the federal contract clauses issued with the solicitation and the Prohibition of Discrimination in State Contracts (Appendix A). The name of the federal contract clauses appears at the top of page 1 of the clauses.

DEFINE TERMS (LUMPSUM, ETC.) AND DOLLAR AMOUNT - This is the method how the vendor company will be paid. It will typically be by lumpsum for a capital item like a bus or piece of maintenance equipment. It may be per unit cost for an agreed upon number of radios with a not to exceed price. It may be by progress payments per month or per week for work completed for a vendor company conducting a study or providing construction services on a large project.

PROMPT PAYMENT PROVISION LANGUAGE ON PAGE 3 - The federal requirements are payment no later than 30 days but MDOT has a more stringent requirement of payment no later than 10 days.

NAME OF VENDOR COMPANY, SIGNATURE, TITLE, DATE - This is the name of the vendor company providing the product or service. The signature and title must match the person authorized to sign for the vendor company as specified in the vendor company's submitted proposal, bid or quote.

NAME OF TRANSIT AGENCY, SIGNATURE, TITLE DATE - This is the name of the entity on the project authorization awarding the funds. The signature and title must match the person authorized to sign for the transit agency.