



Connecting People to Life's Destinations

Request for Proposal

for

Regional Coordination - a Technological Solution to Coordinating Regional Transportation, Creating Efficiency in Service

Issued by:

THE REGIONAL TRANSIT AUTHORITY 8

Response Due Date: October 29, 2021

Must be submitted no later than 12:00 PM Central Time
Responses received after this date will be rejected

*For information about this notice, and during this procurement,
interested persons must contact:*

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Issued addenda will be posted to internet website:

<https://rta8.org/>.

Procurement Timetable

The following dates are set forth for informational and planning purposes. However, the RTA 8 reserves the right to change the dates. All times listed are Central Time.

Event/Dates	Date/Time
Issue RFP	September 29, 2021
Number of returned Responses required as a single electronic PDF and be formatted to print on 8.5” x 11” pages. The proposal must be limited to 25 single-sided pages. All pages will be counted including: proposal covers, cover letter, dividers, appendices, etc. The maximum size limit of a proposal is 15 megabytes.	No Additional Copies of Technical Response
Responder questions, requests for clarification, & changes (no later than)	October 13, 2021, 12:00 PM
RTA Response to questions issues (no later than)	October 13, 2021, 12:00 PM
Response Due Date	12:00 PM on October 29, 2021
Presentations & Demonstrations of short-listed vendors (by invitation only)	November 1, 2021
Announcement of Successful Responder Intent to Award* see note below	November 3, 2021
Completion of Contract negotiations (Preparation for execution of the contract)	December 1, 2021
Contract Start Date	December 1, 2021
Contract Duration Start Date/ End Date/ # of Renewals	5 months

Intent to Award

Responses will be evaluated, and a recommendation of award will be issued within ninety (90) days of the Response Due Date. Response prices, terms, and conditions must be held firm for a 180-day period from the date of the notice of intent to award the contract.



Solicitation Response

Response Due Date	
Time	
Location	
Proposal Number	
Description	
Contract Begin Date	
Contract Completion Date	
Proposal Guarantee	
Performance Bond	
Liquidated Damages	
City contact	
Email address	
Phone	
Fax	

RESPONDER INFORMATION

Company Name	
Federal Tax ID	
Street Address	
City	
State	
Zip Code	
Contact Name	
E-mail Address	
Phone	
Fax	
Responder agrees to sell goods/services or both at the same prices, terms and conditions to any other Iowa state agency, Regent or Political Subdivisions upon request. Please check Yes or No.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Responder is an Iowa Targeted Small Business	<input type="checkbox"/> Yes <input type="checkbox"/> No

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1. ACRONYM SHEET

DBE - Disadvantaged Businesses Enterprises

DOT - Department of Transportation

ECIA - East Central Intergovernmental Association

GPS - Global Positioning System

FTA – Federal Transit Administration

RTA 8 - Delaware Dubuque Jackson County Regional Transit Authority

2. INTRODUCTION

Delaware Dubuque Jackson County Regional Transit Authority (RTA 8) was formed in 1982 as a 501(c)(3) non-profit organization for the purpose of connecting the elderly, disabled, youth and low-income citizens in Delaware, Dubuque, and Jackson counties to critical services like healthcare, counseling, nutrition, childcare, education, employment, and social venues. The RTA provides accessible, safe, convenient, and efficient transportation for all citizens in the cities, communities, and rural areas of the RTA region to enhance their quality of life. The RTA 8 manages a fleet of 33 accessible light duty buses and minivans. RTA provides 180,000 annual passenger trips serving over 2,500 individuals in the three-county region.

3. PROJECT OBJECTIVE

The objective and ultimate goal for this project is to: improve coordination among RTA 8's agency partners when scheduling trips for their clients, thus reducing wait times; show (potentially improve) availability of RTA 8 services to all riders to aid in trip and appointment scheduling; and provide better communication in real time with riders and caregivers. All technology improvements will result in an improved rider experience, helping RTA 8 to retain current riders and attract new riders. The coordination program will enable RTA 8 to streamline its services, allowing RTA 8 to operate more efficiently and be more cost-effective. This will be an five-to-six-month project.

4. PROJECT SCOPE OF SERVICES

Complete Website Redesign with Additional Functionality and Updated Dispatching Software

The RTA is a rural, door-to-door transportation service that provides an accessible service to two of the most transit-dependent populations: seniors and residents with disabilities. A demand response system is essential for processing service requests, ridership, and the corresponding documentation for revenue miles and hours of usage. Door-to-door service requires drivers to track the routes and monitor door to door pick up to destination.

Website

At this time, RTA does not anticipate annual maintenance to be required; RTA plans to maintain, once delivered.

- A. Website should work in conjunction with dispatching software
- B. Electronic ride request should link to software tracking system, populating client information.
- C. Track and display RTA's peak and off-peak times; clients may schedule appointments accordingly.
 - i. Date will be updated on website for peak and off-peak times quarterly by; County, City of Dubuque, City of Manchester and City of Maquoketa.
 - ii. List of current trips scheduled, with times and general locations, connected to dispatching software and updates daily.
 - iii. Riders will know costs before scheduling a ride
- D. View
 - i. Map by County (Dubuque, Delaware, Jackson) and Cities (Dubuque, Manchester, Maquoketa).
- E. View data for each area when zooming in on the map.
 - i. Display peak and off-peak times for each.
- F. Reporting
 - i. Number of website visitors
 - ii. Count clicks by City and County
- G. Payment

- i. Payment can be submitted online, through the website.
- ii. Electronic ride request options will help determine rider costs (elderly, child)

Portal Access

Created to provide info, password protected access, for agency partners only. This creates an opportunity for each agency to review their scheduled trips, as well as viewing each other's scheduled trips to add their clients.

- A. Confidentiality
 - i. No client information will leave the portal
 - ii. Names will not be visible.
- B. Agency partners will be able to upload rider information in preferred tracking format (i.e. Excel, Google Sheets, etc.)
 - i. Data from each agency should be compiled and grouped by time of day and destination.
 - ii. Data needs to populate in dispatching software.
- C. Trip organization
 - i. Showing peak and off-peak times
 - ii. Allows general public to see originating city, time and destination of trips
 - iii. Iowa City
 - iv. Cedar Rapids
 - v. Special community events
 - vi. Weekend outings
 - vii. Off-peak times for local appointments
- D. Integrated Billing
 - i. Website portal will talk to MCO portal (i.e. download to Excel, upload to portal; automate)
- E. Reporting functionality
 - i. Number of documents uploaded by each agency partner
 - ii. Number of trips per destination
 - a. Iowa City
 - b. Cedar Rapids
 - c. Special community events
 - d. Weekend outings
 - e. Off-peak times for local appointments

Dispatching Software

- A. Software should work in conjunction with website and portal
- B. General System Specifications
 - i. Be a business process-oriented application with customizable workflow
 - ii. Feature service-oriented architecture (SOA), capable of being integrated into an enterprise solution
 - iii. Provide a browser-based user interface, compatible with Microsoft® Internet Explorer® 7 and higher, Edge, Chrome and Firefox, accessible via Internet/intranet
 - iv. Enable site-specific configuration through user definable codes and parameters
 - v. Support interfaces to other data sources and applications, including legacy systems and future applications
 - vi. Run on a cloud-based system provided by vendor.
 - vii. Use an industry standard Relational Database Management System (RDBMS)
 - viii. Use commercially available geographic information datasets for its integrated GIS system
 - ix. Provide multi-user functionality
- C. GIS
 - i. System must be compatible for use with Google

- ii. System must be capable of displaying layers including, but not limited to: common locations, service area polygons, ADA polygons, faring polygons, travel restriction polygons,
 - iii. System Map must be capable of, at a minimum, using triangulation as a routing method, with the ability to calculate street routed direct distance between pick-up and drop-off
 - iv. System map must be capable of setting speed factors by time of day and distance of trip.
- D. System must be capable of geocoding using the following methods:
- i. Entering in full or partial addresses, i.e. '123 Main St' or '123 Main St, San Francisco, 95467'. System will return exact and partial matches
 - ii. Batch Geocoding
 - iii. Manually typing in latitude and longitude coordinates
 - iv. Point and click on the map
 - v. System can export route data to Google Earth in a KML format. This data is static and will display projected route path and entire route itinerary graphically
- E. Polygons functionality must include the following functionality:
- i. Faring Polygons - allow trips that have pickups and drop-offs within the polygons boundary to be charged a specific rate. Example includes zone A to B = \$5, B to C = \$6, etc.
 - ii. Travel Rules - travel rules that can create zonal areas for different types of service
 - iii. Run Travel Restrictions - polygons that restrict where a specific run (shift) can operate. Restrictions can be added by time of day, and by pickup, drop-offs rules
 - iv. Map Address Polygons - polygons that when booking a trip will automatically associate pickup and drop-off with relevant polygon. Useful scheduling tool
 - v. ADA Polygons - polygons that can be created to comply with ADA rules and regulations
 - vi. When drawing polygon, end user can use the following methods: Plot, Street Route Plot, Snap to Vertex, Snap to Segment
 - vii. Polygons can be shaded, colored, and outlined
 - viii. Polygons can be copied from one polygon type to another (Polygon Sharing)
 - ix. Islands can be created within polygons in order to exclude areas within a polygon that may not adhere to the same policy
 - x. System must be able to import & work with Address Point data
 - xi. System must provide the ability to batch geocode addresses

Client Management

- A. Register Clients with the following information:
- i. Basic Information: First Name, Last Name, Birthdate, Load Time, Unload Time, Client Id, Identification Number, Client Code, Disability, Mobility Aid, Space Type, Default Fare Type, excluded vehicle types, Service Type, Gender, Transport Mode Default Address Type, Private Comments, Scheduling Comments, Escort Option.
 - ii. Address Information: Home Address, alternate addresses, default pickup address, default drop-off address, mailing address, address validity dates, address comments. Addresses are geocoded and visible on the map
 - iii. Contact Information: Main Contact, Alternate Contact(s) types. Phone Number, Cell Number, Work Number, E-mail address, Fax number.
 - iv. Status Information: Active Date, Client Type, ADA Type, Client Status, Notification, Comments. Ability to automatically have client status affect trip activation and booking permissions
 - v. Funding Information: Assigned Programs, validity dates, enabled/disabled.
 - vi. The ability to add multiple service types for a client and define validity dates.

- vii. The ability to view all audit information, such as who last modified the client and which field(s) were modified.
- B. System must allow user to customize Client Management screen in the following ways
- i. will contain UI where client can drag and drop fields to arrange screen in a custom manner
 - ii. Formatting of all fields can be changed in the following ways: caption, dropdown menu, bold, Italics, underline, center, left, right, justify, vertical align, color, highlight color, width, height, font, size border
 - iii. Fields can be made mandatory, and the user will be alerted if they fail to fill in field before saving
 - iv. Fields can be made read only or can be disabled
- C. Other features/functionality:
- i. Ability to create a client template, so when a new client is created certain fields are automatically populated

Trip Booking

- A. System must include the following general characteristics:
- i. Point and click navigation between different sections of screen
 - ii. keyboard shortcuts to allow quicker transitions between screens
 - iii. Screen customization options, i.e. the ability to add/remove fields, change drop down menus, etc. Customizations also must exist for: pickup/drop-off information, booking details and passenger information.
- B. Trip booking process must allow for quick searching and selection of clients, including, but not limited to:
- i. Search Criteria: last name, first name, phone number, client id, identification number, birthdate
- C. Once client search query has been entered, proposed system will return all full and partial matches. Upon clicking on a match, the end user will have quick access to view the following information:
- i. Mobility Aid, Disability, Status, Address Phone Number, Comments
- D. Once client has been selected, the Trip Booking screen must allow the end user the following options:
- i. Add single booking
 - ii. Add repeat (subscription) booking
 - iii. Edit single booking
 - iv. Edit subscription booking
 - v. Cancel multiple bookings with a single click
 - vi. Add group booking
 - vii. Add unregistered client booking (some agencies may not require a named passenger to transport, and this functionality expedites getting an unregistered booking into the system without first registering the passenger)
- E. Single/Casual Booking characteristics:
- i. Screen will allow for quick date selection. Default date offset, calendar display, are options for date selection
 - ii. Screen will display all other bookings for selected date and also flag user if a duplicate booking is created

- iii. Screen will auto-populate from the client record the following information (if present): default pickup address, comments, phone number, default drop-off address, mobility aid(s), excluded vehicle types, service type, provider, transport modes, passenger type, passenger count space type, fare type, additional passengers, funding sources
 - iv. Trip Booking screen will also contain the following optional fields: Booking Purpose, Booking type, Max OBT, scheduling comments & any user defined fields
 - v. Fields can be rearranged, removed, added, and made mandatory using a screen customization tool
 - vi. Screen will provide a list of all registered addresses and phone numbers from client records that are selectable.
 - vii. Screen will display recent pickups, recent drop-offs, and recent bookings taken by the client to allow for quick entry
 - viii. Screen will allow for address entry and using a base map will locate and geocode matches using the methods described in the GIS section
 - ix. Screen will allow for the following time entry requests
- F. Pickup: Requested Early, Requested Time, Requested Late.
- i. Drop-off: Dropoff No Earlier Than, Requested Drop-off time, Drop-off No later than when scheduling, system will not propose a solution outside of the proposed boundaries of time
 - ii. The system will have the ability to auto-populate requested time based on a pre-configured offset. For example, if a call comes in at noon, when booking the trip 12:30 can automatically be populated
 - iii. Screen will possess quick access buttons to view the following information within the trip booking screen: calendar, bookings, funding programs, client record information & map
 - iv. Screen will allow for new legs of the booking to be created in a single click, while saving the leg(s) already created
 - v. At the end of the creation process booking can either be saved to schedule later or scheduled in real-time
 - vi. Date of booking can be changed at any time during the booking process if the wrong date was initially selected.
 - vii. Origin to destination distance will be calculated & displayed automatically
 - iv. Ability to copy a single booking to another day
- G. Single Booking Scheduling:
- i. User will be able to schedule all booking legs simultaneously or schedule legs one by one.
 - ii. Upon clicking schedule button system will use advanced algorithm to present scheduling solutions. The number of solutions to display is user defined
 - iii. System will only present solutions that are within the ruleset defined by the client. If no solutions are found, user can search later or change scheduling parameters
 - iv. Solutions will display estimated pickup time, estimated drop-off time, Run, and violations by default. Fields can be customized and displayed (such as driver and vehicle)
 - v. Solutions will be ranked in order from best to worst
 - vi. Upon clicking on a solution, details will be displayed on screen showing the order of pickup and drop-off
 - vii. Upon clicking on solution, an Info tab will allow end user to view additional details: vehicle capacity, assigned driver, assigned vehicle, and passengers on-board
 - viii. Passenger scheduling comments will be displayed to assist dispatchers
 - ix. The following on-the fly changes can be made within the solutions screen: Reset Scheduled Times to requested, Search time window, parameters set, violations set, transport modes, max transfer, runs to search for solution

- x. End user can accept solution to finish trip booking process. Upon accepting a solution, the following attributes will be stamped into the database: Requested Time, Scheduled Time, Scheduled Early Window, Scheduled Late Window

H. Subscription (Repeat) Booking:

- i. System must allow for the entry of bookings that repeat on a calendar-based interval
- ii. All other booking processes will remain the same
- iii. Subscription booking can have a specific begin and end date, or be left open indefinitely
- iv. Date rules can be based on: week date, by day and month, by week, etc.
- v. The ability to inherit date rules from a Shared Calendar. A shared calendar is a named calendar that can be defined once, and this calendar can be selected anywhere an entity is defined that uses calendars. (i.e. for statutory holidays)
- vi. The ability to clone subscriptions, when a passenger has subscriptions that are very similar

I. Group booking functionality:

- i. The ability to define: Group name, group travel calendar, group members, max members, same pickup – distinct drop-off, distinct pickup – same drop-off, same pickup – drop-off, group travel times
- ii. Ability to book trip for a group – distinct bookings are automatically created for each passenger in the group
- iii. Ability to schedule bookings for group all at once
- iv. Add/remove group members on the fly
- v. Notification when group max is reached or when group min is not reached

J. Trip Notes functionality:

- i. Ability to add custom or canned notes to trips
- ii. Notes can be mandatory when: trip is canceled, trip is scheduled, trip is unscheduled, on the fly
- iii. Date stamp, user stamp, and all notes are visible
- iv. Permissions are available to set users that can add/edit/delete notes

Batch Scheduling/Templates

- A. System must be capable of scheduling all or a subset of trips at once utilizing the following criteria:
 - i. Batch scheduling will utilize a highly specialized, scheduling algorithm when scheduling.
 - ii. A violation set that defines which scheduling rules can or cannot be broken at the time of scheduling (i.e., passenger on board time)
 - iii. A parameter set that defines specific scheduling criteria as being more or less important on a scale

Batch scheduling will allow for run and trip selection. User can choose to schedule all trips to all runs or select specific trips and runs to schedule

Users can choose a batch sort order from a predefined list that defines the order trips are fed into the batch, as well as the ability to define custom batch sort orders

- B. Before running the batch, the end user can modify the following settings. Defaults will be loaded automatically
 - i. Time Search Window
 - ii. Unscheduled action: All trips in selection or all trips in schedule
 - iii. Optimization level: can impact scheduling efficiency and speed

- iv. Violation and parameter set
- v. Reset Scheduled Times to Requested
- vi. Schedule using preferred runs: method to schedule specific subscription trips to defined runs
- vii. Matching Templates - allows client to set repeat rides on the same run each day. Templates will be scheduled first, followed by demand trips
- viii. Batch scheduling will consider all of the routes, vehicle capacities, time constraints, service constraints, zonal constraints, breaks, locations, etc. when placing trips onto a run
- ix. System will only place trips on runs where no rule is in violation (parameter, violation, capacity, etc.). If no solution is found, trip will be left unscheduled to be scheduled later, either automatically or manually
- x. Upon scheduling a trip, the following times are stamped on the booking: Scheduled Early, Scheduled Time, Scheduled Late, Estimated Arrive
- xi. When batch is being run, real-time data will be displayed, including: Attempted, Scheduled, Failed, Optimizer, Total Distance, Non-Rev Distance, Total Time, Non-Revenue Time, Pass/Hour, Slack Time.
- xii. More detailed information such as exact Solution parameters, costing weights, and costing variables can be displayed as well
- xiii. Batch Schedules will be archived so client can return to view batch information

Templates

- A. Templates allow for a client to create set schedule that can be repeated in a manner of their choosing. Template types consist of:
 - i. Weekday Template. A schedule to repeat for a specific weekday, It can then be set for a particular or multiple days of the week
 - ii. Exception: Template that can be replace a normal template at the clients choosing
 - iii. Scenario: A template that can be copied to a test portion of the software
- B. Weekday Template functionality must include:
 - i. Ability to copy subscription bookings to a template
 - ii. Ability to copy all or a subset of runs to a template
 - iii. Ability to drag and drop and reorder trips in any order
 - iv. When matching a template system validates subscription is activated and matches it in the exact order as is saved on template
- C. Exception Template: Must contain the following functionality:
 - i. Ability and drag and drop regular template to exception template
 - ii. Template is designed for irregular schedules (holidays for example)
- D. Scenario templates must contain the following:
 - i. Ability to copy a live schedule to a 'Scenario Template'
 - ii. Ability to copy either subscription bookings, casual bookings, or all bookings.
 - iii. Ability to copy all runs, or a specific selection of runs

Manual Scheduling/Schedule Editor

As with automated scheduling, system must possess tools for manually managing scheduling

- A. Manual Scheduling Tool must contain the following functionality:
 - i. Ability to view all unscheduled or will call trips in a list view
 - ii. Ability to view a list of all runs, and detailed information about runs
 - iii. Ability to view all or group of runs at once

- iv. Trip Drag and Drop capability. Upon dragging and dropping trip, user will instantly see impact of trip (estimated times, violations, etc.)
- v. Right click menus. Depending on where right click is performed, context sensitive menu will be displayed. For example, right click on trip will allow: editing, rescheduling, unscheduling, etc.
- vi. Ability to perform a quick client search in order to cancel or reschedule trips

B. Run View Functionality must contain:

- i. Ability to view detailed trip information on run, including: Est Time, Client, Address, Space Type, Violations etc. Fields displayed are user configurable.
- ii. Ability to rearrange trips in run; add or remove trips
- iii. Ability to freeze trips on run so no new trips are inserted when scheduling
- iv. Right click capability to search for new solutions to trip
- v. The ability to view run slack time to find gaps in scheduling
- vi. The ability to view color codes indicating area of map trip is located in
- vii. The ability to add or remove passengers
- viii. The ability to add or remove a break
- ix. The ability to change the times of a scheduled trip
- x. The ability to set the actual arrive and depart time of a trip
- xi. The ability to enter in odometer reading
- xii. The ability to cancel or no show a trip
- xiii. The ability to work with a driver checklist
- xiv. Color codes on trips -- explained more in trip dispatching section

Trip Dispatching

A. Trip dispatching portion of the system must contain the following functionality

- i. Ability to view all runs and vehicles in a list view
- ii. Ability to view selected run details in center panel
- iii. Ability to display a communication log which lists MDT related information
- iv. Ability to view the map in order to display AVL information

B. Run and vehicles list view contains the following functionality

- i. View dispatch type (MDT or manual), online status if MDT enabled, Run, Vehicle, Scheduled Activity, and Earliest Schedule Change Time
- ii. Right Click Functionality: Filter Runs, View Run Group, or send canned or free form message to MDT

C. Communication Log contains the following functionality

- i. Ability to view Login and Logout requests from MDT's
- ii. Logs all outbound and inbound message communication from MDT
- iii. Ability to filter by vehicle and message type

D. Run details view contains the following functionality:

- i. Ability to view all of run details for selected run from the vehicle and runs list view
- ii. Ability to view selected vehicle group from run and vehicle list view
- iii. Color codes aids to indicate changes to the status or details of the trip, for example red for cancelled trips

E. Map frame contains the following functionality:

- i. View AVL data from AVL enable vehicles. Displays current location (refreshes at set interval), speed, and direction. Can view single or all vehicles at once.
- ii. Contains same map functionality as other screens including: zoom, pan, layer control, etc.
- iii. History replay functionality – the ability to play back AVL data (if site is MDT enabled)

Reporting

A. Standard reports from the prospective solution are listed and explained below

- i. Cancelled, Missed, No Show Trips Report - User selects date range, client (leave blank for all), and trip type to include in report. Report lists details for each trip, subtotals, and grand totals
- ii. Denials Report - displays details and totals for all trips with a denial status
- iii. Trip Count Report - selectors: From Date, To Date, Runs, Booking Purpose, Subtype, Trip Type, Fare Type. Report lists trips based on selection criteria, details if requested, providing subtotals and totals for trips
- iv. Trip Count by Funding Source Report - selectors: From Date, To Date, Trip Type, Funding Source. This report displays trips grouped by funding sources and funding programs together with their counts and faring information.
- v. Call Back List - Shows list of bookings grouped by client names for a selected day. For each booking this report lists times addresses and phone numbers
- vi. Trip Hours Productivity - These reports display the edited and non-edited Service and Revenue hours for a route, range of routes or all routes
- vii. Trip Distance Productivity - These reports provide edited or non-edited information regarding Service and Revenue Distance
- viii. On Time Compliance - This report provides detailed or summary information per route regarding on time performance
- ix. Daily Operations - This report displays information about the operations of a site by hour ranges
- x. NTD Standard - The standard report required by the National Transit Database for reporting financial and operating data
- xi. Driver Manifest - Landscape, Portrait, With Contacts - This is a trip listing for each driver that they use while picking up and dropping off clients
- xii. Taxi Manifest - This is a trip listing for each driver that they use while picking up and dropping off clients
- xiii. Time and Distance Report - The Time and Distance List report displays information entered when the booking was created, or information edited through the Trip Edit process
- xiv. Data Integrity Report – report checks for data entry errors over a specified date range, such as out of order odometer readings or actual times
- xv. Trip Export Report – exports trip data into a format optimized for .csv or excel, which can then be imported into a different system
- xvi. Run Productivity Report - This report displays Passenger Count, Trip Count, Hours and Mileage by route
- xvii. Ridership by Jurisdiction Report broken down by contracts and type of riders (elderly, disabled, General Population, free rides etc.)– report displays trip count by polygon/zone
- xviii. Funding Source Productivity Report - This report displays Passenger Count, Trip Count, Hours and Mileage by funding source
- xix. Common Location Report – displays the number of trips taken to a location & trip details within a specified date range
- xx. Client Summary Report – displays a list of clients ordered by client last name, with the option of including only active clients
- xxi. Client Export Report – exports client data optimized for the .csv or .xls formats.

- xxii. Client Change Report – displays details on clients modified & what was modified within a given date range
- xxiii. Call Center Productivity Report – displays the number of trips entered by user over a given date range
- xxiv. Payroll Hours by Route Report – displays the number of hours driver per driver per route over a given date range
- xxv. Client Mailing Labels report – exports client data to a mailing label friendly format
- xxvi. Subscription Report – displays a list of active subscription trips

B. Reports Archive Functionality

- i. Keep copy of all reports created by end users with simple access to reopen
- ii. Have search capability to find specific report with options to search by end user and date range

C. Reports Module Functionality

- i. Ability to create SQL Query reports or import Crystal Reports format reports
- ii. Ability to copy Standard Reports onto desktop for editing

D. SQL Query Report Functionality

- i. Create Report: Name, Description, Query, Parameters
- ii. Parameters: are automatically extracted by system and can be custom formatted. For example, for a date parameter the user can have a calendar drop-down appear
- iii. Parameter Layout: user can select the layout of parameters that the end user will see
- iv. Output Layout: specify, format, and order output data, create a header and footer for report
- v. Save and test report
- vi. Configure which users are allowed to use report

E. Crystal Report Functionality

- i. Ability to import Crystal XI reports
- ii. System will upload crystal report and store it in the reports directory
- iii. System will extract parameters from Crystal and allow user to edit them
- iv. User can save and test report
- v. User can configure which users can see report
- vi. Report can be downloaded and uploaded if editing is required.

F. Reports Wizard Functionality

- i. The ability to generate a report with no technical experience.
- ii. Step by step guidance including: selecting fields, sorting, totaling & saving as a report in the reports library

Additional Features & Functionality

Additional benefits, features & functionality included in the solution

- A. Self-Healing Schedule – the ability to schedule jobs that will automatically: identify trips with violations, unscheduled trips and automatically reschedule them to a more efficient route
- B. Multi-modal transportation. Setup trips that will automatically create transfers: Para run to Para, Para to Flex, Flex to Para, etc.

- C. Configurable Screens – almost all screens are customizable based on user group. Add, Remove, make mandatory, etc. fields for a simple, customized user experience
- D. Vehicle Auto Swapping – dynamically assign vehicles based on need. If a group trip needs a larger vehicle to accommodate all passengers, this can automatically be changed
- E. Audit data cleanup – ability to setup nightly jobs that clean up history tables, to ensure they don't get too large and keep unnecessary data
- F. Automatically truncate old, rarely needed data from the data base to ensure it does not affect system performance. A means shall be provided to specify the truncation point.
- G. Provide a means to automatically auto-archive and store old, rarely needed data in a secondary database to ensure good performance of primary database. Secondary database shall be accessible to reporting tools.
- H. Credential management - system must automatically scan for and update the status of providers, drivers and vehicles in the system to prevent their use if certifications, licenses or availability has expired.
- I. System must deactivate a provider's availability if they are not properly credentialed.

Mobile Data Terminal (MDT)

Bidders must offer to connect to existing mobile data terminals that are mounted in the vehicles to act as the driver interface to the back-office software.

- A. Once the MDT unit is powered up, it will automatically display a driver log-on form screen requesting the driver's identification number and the vehicle's odometer reading
- B. Drivers must be able to log-on to the MDT unit by entering their employee identification, and the vehicle's odometer reading into the MDT unit
- C. The MDT unit will validate the log-on information with the scheduling software
- D. Upon successful logon, prior to the manifest being displayed, the MDT software shall display pre-trip inspection screen that shall be filled in by the vehicle operator after conducting their pre-trip inspection of the vehicle
- E. Each vehicle must be assigned specific checklist types that contain sets of questions relative to the vehicle
- F. If the checklist login question is answered incorrectly, the system will deny the login
- G. The dispatcher must be able to view the check list information within the system for a given run
- H. The system must be able to set required questions whereas the driver will not be allowed to log on to the vehicle if not answered correctly
- I. MDT application must be able to be troubleshooted/updated remotely (ie. Forced automatic updates through Google Play Appstore or equivalent environment)

MDT Communication

- A. MDT and driver application must be capable of visual and audible alerts to indicate incoming messages
- B. The system must have the ability to send overt emergency notifications
- C. After the driver acknowledges an incoming message, it should be displayed on the MDT unit
- D. The MDT unit should also be capable of allowing the driver to respond to a message
- E. The dispatcher must be able to send a question that requires a yes/no answer from the driver
- F. The MDT unit should be capable of sending a message and notifying the driver of the success or failure of the transaction
- G. The MDT should allow the driver to select from a list of canned messages to send to the dispatcher. The canned message list should be configurable.

- H. The MDT unit should be capable of queuing messages in a buffer and repeatedly attempting to deliver them to the host application. Each message should be configured to attempt delivery indefinitely or to attempt delivery only for a fixed period of time after which the message will be discarded

Standard Paratransit Functionality

- A. The system should provide the paratransit operator with the option of downloading an entire day's manifest to the MDT or a rolling window of trips.
- B. The MDT unit should allow the driver to scroll through the manifest up to the maximum number of transmitted trips as determined by the paratransit operator
- C. The MDT unit must be capable of adding, updating, and saving new Paratransit trip data without Driver intervention
- D. The MDT unit must provide drivers with a Manifest, Passenger/Trip Information and trip perform screens

Manifest List Screen

- A. The MDT unit Manifest Screen must provide drivers with an overview of their Manifest
- B. Additional trip message lines must be available by scrolling
- C. All trips must be shown on the display in ascending order of estimated times
- D. The current trip must be located at the top of the Manifest screen
- E. When the driver completes the current trip, the MDT unit should automatically delete it from the Manifest screen. The Manifest Screen must display multiple rider pick-ups and drop-offs from the same address
- F. At any time after the driver has logged on to the system and received a Manifest, the MDT unit should update the Manifest by inserting additional trips sent to it by the dispatch system. The MDT unit must insert trips in the order of their scheduled pick up or drop off times
- G. At any time after the driver has logged on to the system and received a Manifest, the MDT unit should update the Manifest by deleting trips that have been canceled
- H. The driver must be able to access the trip perform screens from the manifest screen by a single keystroke
- I. The driver must also be able to access the Passenger/Trip Information Screen from the Manifest Screen by a single keystroke

Passenger/Trip Information Screen

- A. The Passenger/Trip Information Screen should provide the driver with detailed information about each stop
- B. Additional lines of trip information should be viewable by scrolling
- C. The driver should be able to edit trip information by pressing the arrow keys. Trip information to be edited:
 - i. Passenger Type
 - ii. Space Type
 - iii. Fare
 - iv. Riders
- D. The driver must be able to access the Manifest Screen from the Passenger / Trip Information Screen by a single touch, using an MDT / AVL unit touch screen
- E. The driver must be able to access the Perform Screen from the Passenger/Trip Information Screen by a single touch, using an MDT unit touch screen
- F. The system must be able to add additional riders, capturing their Count, Fare Collected, Space Type, Fare Type and Passenger types

Perform Screen

- A. Perform Screens should display a list of information requests to be completed by the driver and transmitted to the Paratransit Dispatch Software, that are necessary to complete each Paratransit trip (each Pickup)
- B. After the driver has used the MDT unit to record a rider's boarding, prompts should pop up that need to be filled in before the driver can return to any other screen
- C. If a Perform Screen requires the vehicle's odometer reading, the MDT unit must automatically fill in the calculated odometer reading
- D. If the rider and trip numbers, number of riders, attendants and companions, and fare amounts and types were in the original trip message that was transmitted to the MDT unit, the MDT unit must automatically place that information in the appropriate Form Screen fields. The driver should be able to edit this information once it is displayed on the MDT unit

Data Messaging

- A. The following section describes the types of messages that the paratransit operator will likely be transmitting between the in-vehicle MDT devices (mobile data terminals) and the Paratransit Dispatch Software
- B. The MDT unit must be capable of sending predefined messages to the dispatcher
- C. The vehicle predefined messages must be managed in the dispatch application and transmitted to the vehicle. Upon log on, the canned message update will be viewable on the MDT
- D. The nature of the canned messages will need to be defined by the customer in conjunction with the successful Bidder of the scheduling system
- E. The Bidder should be able to comply with the following messaging requirements:
 - i. Trip Messages
 - ii. Driver Log On
 - iii. Driver Log Off
 - iv. Pick Up Site Arrival
 - v. Pick up site Performed
 - vi. Drop Off Site Arrival
 - vii. Drop Off Site Performed
 - viii. Additional Rider Boarding
 - ix. Additional Rider Alighting
 - x. Rider No Show
 - xi. Rider Door Cancellation
 - xii. Emergency Message
- F. Each message should contain data appropriate to that message (i.e. the vehicle odometer reading, GPS latitude and longitude, and time/date stamp, Bus Number
- G. The Contractor must work with the client to determine what information needs to be included with each message

MDT Navigation Functionality:

- A. The MDT must be capable of displaying in-vehicle maps.
- B. The MDT must be capable of providing navigation directions including voice annunciation and visual display of trip route and turn directions.
- C. The MDT must be capable of storing maps locally so as to minimize data transferred over the air
- D. Driver will not have to enter destination address to use the map navigation, as the software will do this automatically
- E. Drivers will not have to start the map navigation as a separate software application. The Navigation functionality will be integrated into the in-vehicle software application.

Wireless Gateway

Wireless Gateway software will be provided that will have the following functionality:

- A. Support multiple, simultaneous, Host-end communication channels, allowing multiple Host software applications (e.g. Paratransit software), to communicate to the in-vehicle hardware.
- B. Diagnostic features available via remote connection for ongoing system maintenance and troubleshooting support.
- C. Can provide confirmation of message delivery to in-vehicle hardware.
- D. Ability to queue data messages and re-send automatically if no acknowledgment is received.
- E. Wireless Gateway will provide a cellular system-testing module for wireless coverage testing.
- F. Will perform online, real time diagnostic information and reports maintenance functions
- G. Reporting capability for Message Transmission Performance (success and volume), Vehicles on the System, Data Logs, and System Errors
- H. Able to display system events in user-configurable colors based on type: information, minor alarm, and major alarm
- I. Display connection status between the MDT and the Host-end software.
- J. Stores and maintains all communication transaction data on a database

Over-The-Air Programming

The Bidder will provide software that can perform over-the-air remote programming, diagnostics, and software updates of the in-vehicle MDT unit.

The over-the-air programming software will have the following functionality:

- A. The software and firmware (operating system) of the in-vehicle MDT must be updateable over a cellular and Wi-Fi network.
- B. Wireless networks that must be supported include LTE and 802.11 Wi-Fi
- C. The software update function must allow files to be transferred over the wireless network and be automatically installed on the MDT and annunciator without operator assistance at the vehicle.
 - i. The software update function must allow files to be transferred over the wireless network and be automatically installed on the MDT and annunciator without operator assistance at the vehicle.
- D. MDT Operating system
- E. MDT Application software (In-Vehicle Software)
- F. Configuration or setup files
- G. Mapping files
- H. All MDTs in the fleet will automatically register with the software.
 - i. MDT data/activity logs will be able to be downloaded.
 - ii. The software update function will allow the System Administrator to specify updates to all or select portions of the fleet.
 - iii. The software update function will allow the System Administrator to perform updates immediately or schedule them for an automatic update at a later date.
 - iv. For updates at times when vehicles are normally out of service and the MDT is powered down, the update function will have the feature of being able to program the MDT to automatically 'wake-up' at the scheduled time to enable the transfer.
 - v. The software will allow the System Administrator to track MDT type, the version of each major software type installed on the deployed MDT devices, and provide a historical record of the updates provided to each.

- vi. To minimize the amount of data sent over the wireless network, the software update function will utilize a file compression algorithm.
- vii. If a software update data transfer is interrupted due to an MDT losing power or going out of wireless coverage, the transfer will resume once the MDT is available again at the point it left off with no need to restart the transfer.
- viii. The diagnostic and fault logging features of the MDT must be accessible through the cellular network.
- ix. The software will be capable of displaying the progress of the software transfer.
- x. The software will provide an 'Update Wizard' windows interface to aid the creation of software updates.
- xi. Software is compatible with Windows 10 and newer operating systems.

Notifications

System must have the ability to integrate with cloud-based telephony system to provide passengers with voice, text and email notifications for their paratransit rides

- A. No special hardware shall be required to implement the system.
- B. System must allow for testing of all features before going live.
- C. System must support multiple languages.
- D. Solution must have the capability to automatically send notifications for trips that were booked in the scheduling software.

Notifications Configuration

- i. Clients must be able to choose between Voice calls, SMS or Email notifications
- ii. Clients must be able to confirm or cancel trips through callback reminders
- iii. Clients must be able to confirm or cancel trips by calling in or sending a text message
- iv. Notifications can be configured to be sent the day before and moments before pickup
- v. Clients must be able to confirm or cancel a trip with a simple button press at end of a notification message
- vi. Automated voice calls to clients for trip reminders or updates must be configurable so they are only sent during certain hours that ensure clients are not bothered.
- A. Bulk Notification – System should allow the agency to create custom messages to send to passengers (e.g. Senior Center closed for the day, or for service interruptions) that can be sent out immediately or at a scheduled time.
- B. Trip Reminder notification – system must provide a trip reminder notification that is sent out to the client the day before their scheduled trip.
 - i. If the client has multiple bookings scheduled for the next day, all of the bookings must be included in the same notification.
 - ii. During a voice call reminder, the client shall also have the option of cancelling or confirming their trips for the next day.
- a. Trip Update Notifications
 - i. System must provide automatic Trip Update notifications to the client the day before their scheduled trips if any of their estimated time of arrivals for the next day have changed by more than 20 minutes from the original negotiated time
 - ii. System must also support a manually triggered notification to the client that is triggered by the Dispatcher.
 - iii. During a voice call update the client shall have the option of cancelling or confirming their trips for the next day
- b. Imminent Arrival Notifications

- i. System must support automated reminder notifications to clients based on a configurable time window before the vehicle's estimated time of arrival (e.g. 5 minutes).
- ii. System must support driver notification of a client of their pickup as the vehicle is approaching the client's pick-up location.

Trip Cancellations

- A. Client shall be notified about trip cancellations regardless of how the client cancelled their trip – whether through a dispatcher or by canceling during a Trip Reminder call.
- B. System must provide a means for the Agency to automatically notify other trip providers (if used) of the client's trip cancellation.

Additional Available Modules (Optional)

- A. Claims generation – the ability to generate 837 files, plus import 835/277 files, in order to manage reimbursements for Medicaid approved trips
- B. Client/Trip/Location importing – the ability to automatically import clients, trips & common locations on a recurring basis from commonly used file formats, such as.txt or .csv

5. GENERAL REQUIREMENTS

The RTA is following the Iowa DOT Instruction Memorandums for local public agencies I.M 3.310.

DBE GOAL

The RTA has determined to set the DBE goal at 5%. It is the policy of the Iowa DOT that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or in part with federal aid funds. Most of the work under this contract is expected to involve federal aid funds. Consultants will be expected to demonstrate a good faith effort to meet this goal, and the selection process will include an evaluation of that effort. A list of certified DBE firms may be found on Iowa DOT's web site at: <https://secure.iowadot.gov/DBE/Home/Index/>

6. SELECTION INFORMATION

4.8 Initial Evaluation Criteria

Proposals will be screened to ensure that they meet the minimum requirements of the required format. A selection committee will review qualifying proposals and select proposer for placement on the proposer short-list for the project. The following criteria in order of their relative importance (most is first; least is last) will be used to initially evaluate submitted proposals.

1. A high level of professional competence and a proven track record in providing labor, material and equipment to supply the proposed scope of service for the RTA 8 Transit Fleet
 - a. Qualifications and experience of the proposer and any sub-vendors.
 - b. Demonstration of the project team's professional expertise and technical abilities.
 - c. If a joint venture with sub-vendors, the track records of the sub-vendor experience working together.
 - d. Experience of the proposer working on municipal projects.
 - e. Experience of the proposer working on municipal projects in Iowa.
2. Design approach/methodology in completing scope of services such as:
 - a. Grasp of project requirements and level of interest in the project.
 - b. Creativity and problem-solving ability.

- c. Ability of the proposer’s team to demonstrate initiative, motivation and knowledge as an indication of their desire to work with the City of Dubuque.
3. Proposed schedule required to complete project.
 4. Quality and completeness of the written proposal. The proposal should clearly demonstrate understanding of the RTA’s overall scope for the RTA 8’s Transit Fleet

Proposer Short-List Evaluation Criteria

The selection committee will again review the qualifying proposals of only the short-listed proposers. The following criteria are among those that will be used to evaluate the proposers on the short-list.

The Selection Committee will evaluate proposals on their ability to address the evaluation criteria.

The point value of each evaluation criterion is indicated below, adding up to a total of 100 points.

- **Key Staff, Experience and responsiveness– 15 Points (15%)**
 - This category refers to the quality, similarity and responsiveness of the consultant on previous projects to this project. In addition, technical ability and specialized expertise of the consultant’s staff or sub consultants and demonstrate abilities to address issues is also a factor for this category.
- **Technical Qualities and Past Experience – 30 Points (30%)**
 - This category allows the selection committee to determine if there are certain technical qualities or understanding of the project that make one consulting firm stand out over another firm. This may include but is not limited to: the detail of their work, reputation from other agencies the firm has worked with, experience working with subcontractors or subconsultants, and the success of previous projects.
- **Price – 25 Points (25%)**
 - Points will be awarded in this category based on the proposed price presented by each of the consulting firms. These points will be awarded after the other points are awarded.
- **Work Plan and Timeline – 5 Points (5%)**
 - Points will be awarded in this category based on the proposed timeline and work plan to meet schedule that is presented by each of the vendors.
- **Understanding Local Issues and Resources Available to Complete the Project – 10 Points (10%)**
 - This category awards points based on the staff available to work on the project, other projects the company is working on, the location of a firm and the technological resources available to complete the project. Show possible examples of risk management and mitigation.
- **Knowledge of Federal and State Regulations and Ability to Work with Lead Agencies – 5 Points (5%)**

- Points will be awarded for coordination abilities with lead agencies and knowledge of Federal and State regulations. This may include but is not limited to: Federal Highway Administration, Iowa Department of Transportation, State Historic Preservation Office.
- **DBE Participation – 5 Points (5%)**
 - The Selection Team will consider the Project Team’s willingness and ability to meet or exceed the established DBE involvement goal as stated in “General Requirements”.

7. PROPOSAL REQUIREMENTS

Please provide the following information in the order listed:

- All responders must provide adequate information on the response’s cover page to clearly identify the submittal is for the Regional Coordination - a Technological Solution to Coordinating Regional Transportation, Creating Efficiency in Service along with the replying firm and an email for the point of contact for the firm.
- Include your firm’s approach to addressing the identified tasks, your eligibility to meet the requirements of the “Required Work Categories” for the work you intend to perform, your understanding of the project’s scope and key issues. Briefly discuss similar projects the members on your team have completed in the past three to five years. This listing should be limited to the three most applicable projects.
- Include the name, qualifications, experience, office address and availability of the contract manager as well as the manager in charge of each major work task. This information should include the identification of similar projects managed or participated in by these individuals. The selection of a contract manager and work task managers by a firm will constitute a commitment by that firm and NO substitute managers will be allowed without prior written approval by the Iowa DOT.
- Include experience and qualifications as related to the “Required Work Categories” for any sub-consultants to be used and work they will perform.
- Include a detailed resume, summary of current workload and a time commitment for each professional or technical person to be assigned to the project. Identify the principal or manager who will serve as the project manager.
- A project schedule outlining the timeline and estimated completion date of each major task identified in your scope of work. This should include a schedule with a description of all deliverable products throughout the period. A graphical representation of the proposed schedule should be included.
- A detailed list of any and all expected costs or expenses related to the proposed project. Summary and explanation of any other contributing expenses to the total cost. Brief summary of the total cost of the proposal.
- The location of the office where the majority of work will be performed.
- A disclosure of all work for other clients that may be affected by work on the proposed contract to avoid a potential conflict of interest.
- Provide at least three (3) references from previous clients of related work (including individual contact name and telephone numbers) from similar projects that have been completed in the last five (5) years

AND the list the names of project team members proposed for the RTA 8 project who have worked on the referenced projects.

- Provide details of licenses and bonds (if any) for any proposed services that the vendor may plan on providing for this project.
- Include a statement that the consultant will meet the DBE goal. If the consultant cannot meet the minimum goal, include a commitment statement for the percentage of participation that they can meet.
- Inclusion of promotional literature of a general nature will not be considered in the selection process.
- Include Federal certification

8. SUBMISSION REQUIREMENTS AND PROPOSAL QUESTIONS AND ANSWER

The proposal must be submitted as a single electronic PDF and be formatted to print on 8.5” x 11” pages. The proposal must be limited to 25 single-sided pages. All pages will be counted including: proposal covers, cover letter, dividers, appendices, etc. The maximum size limit of a proposal is 7.5 megabytes.

The electronic proposal must be submitted via email to adupont@ecia.org and carbon copy dmichels@ecia.org. An email will be sent confirming receipt of the proposal within 30 minutes or by 12:00 p.m. on the submittal deadline date, whichever is later.

Proposals are due by 12:00 pm on **October 29, 2021**.

Any technical questions or questions regarding this RFP shall be submitted via email to adupont@ecia.org carbon copy dmichels@ecia.org. Any questions about this RFP must be received by 12:00 pm on **October 13, 2021**. Questions and answers regarding this RFP will be posted with the RFP on the RTA 8 website, <https://rta8.org/>.

Any proposal not complying with all requirements stated in the RFP may not be accepted.

If you have any questions concerning this RFP, or other technical questions, please submit your requests to the RTA 8’s designated representative. The RTA 8 has used considerable efforts to ensure an accurate representation of information in this Request for Proposal. Each Proposer is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this Request for Proposal unless released in writing (letter, fax or email) as an officially numbered and titled addendum to the Request for Proposal by the Region 8 Regional Transit Authority.

Any questions concerning this proposal must be received on or before **12:00 p.m.** (local time) on **October 13, 2021**. Any inquiries received after this date will not be answered. When submitting a question to the RTA 8’s representative, please include the appropriate Consultant contact information.

From the date of issuance of the Request for Proposal until final RTA 8 action, the Proposer shall not discuss the Request for Proposal with or contact any other RTA 8 staff or any of the Selection Committee members except as expressly authorized by the RTA 8 representative identified below. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Proposer's proposal.

Contact information is as follows:

Amanda Dupont
Mobility & Outreach Specialist
Region 8 Regional Transit Authority
7600 Commerce Park Phone 563.690.5761
Dubuque, IA 52002 E-mail: adupont@ecia.org

9. PUBLIC RECORD LAW

The RTA 8 will treat all information submitted by a vendor as open records following the conclusion of the selection process. Open records are public records that are open for public examination and copying. The RTA 8's release of records is governed by Iowa Code Chapter 22 and 761 IAC Chapter 4. Consultants are encouraged to familiarize themselves with these laws before submitting a proposal.

10. STATEMENT OF NON-DISCRIMINATION

The selection and contract are subject to the provisions of Executive Order 11246 (Affirmative Action to Insure Equal Employment Opportunity). Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa DOT's affirmative action officer at 515-239-1422. If you need accommodations because of a disability to access the Iowa DOT's services, contact the agency's civil rights/ADA coordinator at: 515-239-1514

11. FEDERAL CLAUSES AND CERTIFICATIONS

As a Federal Aid funded project, the listed Federal Certifications are required.

Energy Conservation

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall

include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

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

Access to Records and Reports

Applicability - As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) the following access to records requirements apply to this Contract:

- Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
- Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11). FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract.

Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties

Applicability - All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

- The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability - All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

- Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the

US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

- If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability - All Contracts over \$10,000

Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

- Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, the recipient may terminate this contract

for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

- Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. Recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default,

the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

Applicability - Contracts over \$25,000

- This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

- Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

- Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

2. Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

- Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise

Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall

goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

- The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

- The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Full and Open Competition

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

Prohibition Against Exclusionary or Discriminatory Specifications

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

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

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

Notification of Federal Participation

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

Interest of Members or Delegates to Congress

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

Ineligible Contractors and Subcontractors

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

Other Contract Requirements

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

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT - required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other

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

Access to Services for Persons with Limited English Proficiency

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

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

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

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

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

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SFSAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Standards of conduct

Transit Systems must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. If the recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

Unnecessary or duplicative items

The transit system's procedures must avoid the acquisition of unnecessary or duplicative items.

Procurement history

The transit system must maintain records sufficient to detail the history of the procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Time and Material contracts

The transit system may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Since this

contract type generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Profit:

Transit systems must negotiate profit as a separate element of the price for each contract in which there is no price competition in all cases where a cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Estimated costs:

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the transit system under 2 CFR Part 200 Subpart E—Cost Principles. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

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 sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. *This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Bidder/Company Name _____
Type or print name _____
Signature of authorized representative _____ Date ____/____/____
Signature of notary and SEAL _____

Government Wide Debarment and Suspension (Nonprocurement) 49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over \$10,000):

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$ 100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions." Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300. Grantees, contractors, and subcontractors who

enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

12. DETERMINING VENDOR RESPONSIBILITY

	<u>Notes</u>
<u>Bidder has physical and technical</u> _____	
<u>capacity to perform work</u> _____	
<u>HI Bidder shows financial responsibility</u> _____	
<u>(can produce adequate audits, D&B Information,</u> _____	
<u>financial statements, etc.)</u> _____	
<u>Bidder has ability to get sureties and</u> _____	
<u>insurance as required</u> _____	
<u>Bidder can produce references in</u> _____	
<u>which past performance can be</u> _____	
<u>evaluated</u>	

13. REFERENCES

I.M. No. 3.310 Federal-aid Participation in Consultant Costs

https://www.iowadot.gov/local_systems/publications/im/3310.pdf

PPM 300.12 – Negotiated Contracts for Architectural, Engineering, and Related Professional and Technical Services (http://www.prof-tech-consultant.dot.state.ia.us/uploads/300_12.pdf)