### Financial System Procurement

**Functional Specifications - FINAL**

*December 4, 2015*

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issued</td>
<td>Dec 4, 2015</td>
</tr>
<tr>
<td>Prep-proposal meeting</td>
<td>Dec 14, 2015</td>
</tr>
<tr>
<td>RFP questions due</td>
<td>Dec 15, 2015</td>
</tr>
<tr>
<td>Response to RFP questions due</td>
<td>Dec 21, 2015</td>
</tr>
<tr>
<td>Proposals due</td>
<td>Jan 14, 2016</td>
</tr>
<tr>
<td>Shortlist</td>
<td>Feb 5, 2016</td>
</tr>
<tr>
<td>Vendor interviews: Week of</td>
<td>Feb 15, 2016</td>
</tr>
<tr>
<td>BAFO due</td>
<td>Feb 24, 2016</td>
</tr>
<tr>
<td>Final vendor selection</td>
<td>Mar 2, 2016</td>
</tr>
<tr>
<td>Board meeting</td>
<td>Mar 30, 2016</td>
</tr>
<tr>
<td>Contract award</td>
<td>Mar 31, 2016</td>
</tr>
</tbody>
</table>

Prepared by:

![VantagePoint](image1.png)

![TranSystems](image2.png)
# TABLE OF CONTENTS

**NOTICE**  
2  

1 Document Organization .................................................................................................................. 3  

2 Background....................................................................................................................................... 4  

2.1 Agency Overview ........................................................................................................................... 4  

2.2 Current Financial System Environment .......................................................................................... 4  

2.3 General Accounting ....................................................................................................................... 6  

2.3.1 General Ledger (GL).................................................................................................................. 6  

2.3.2 Cash Receipts, Banking and Bank Account Reconciliations......................................................... 6  

2.3.3 Procurement/Accounts Payable (A/P).......................................................................................... 7  

2.3.4 Payroll .......................................................................................................................................... 8  

2.3.5 Fixed Assets.................................................................................................................................. 8  

2.3.6 Grant Management ..................................................................................................................... 9  

2.3.7 Accounts Receivable (A/R).......................................................................................................... 9  

2.3.8 Budgeting ...................................................................................................................................... 9  

2.3.9 Ad Hoc Reporting ...................................................................................................................... 10  

3 New Financial System Overview ...................................................................................................... 12  

3.3 Scope Overview ............................................................................................................................. 12  

3.4 General Goals and Objectives ....................................................................................................... 12  

4 Information Technology (IT) Requirements ....................................................................................... 14  

4.1 General .......................................................................................................................................... 14  

4.2 Computer Hardware and Software Installation ............................................................................. 14  

4.3 Source-code Escrow ....................................................................................................................... 15  

4.4 Information Security ...................................................................................................................... 15
<table>
<thead>
<tr>
<th>Section</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4.1 IT Security</td>
<td>15</td>
</tr>
<tr>
<td>4.5 Data Storage and Maintenance</td>
<td>15</td>
</tr>
<tr>
<td>4.6 Data Access for ITP and its Partners</td>
<td>16</td>
</tr>
<tr>
<td>5 New Financial System-Functional and Reporting Requirements</td>
<td>18</td>
</tr>
<tr>
<td>5.1 General Ledger</td>
<td>18</td>
</tr>
<tr>
<td>5.2 Billing and Accounts Receivable</td>
<td>19</td>
</tr>
<tr>
<td>5.2.1 Accounts Receivable Reports</td>
<td>19</td>
</tr>
<tr>
<td>5.3 Cash Receipts Journal/Bank Account Reconciliation</td>
<td>21</td>
</tr>
<tr>
<td>5.3.1 Cash Receipts/Bank Account Reconciliation Reports</td>
<td>22</td>
</tr>
<tr>
<td>5.4 Accounts Payable/Purchase Orders</td>
<td>22</td>
</tr>
<tr>
<td>5.4.1 Accounts Payable/Purchase Order Reports</td>
<td>24</td>
</tr>
<tr>
<td>5.5 Fixed Assets</td>
<td>25</td>
</tr>
<tr>
<td>5.5.1 Fixed Assets Reports</td>
<td>25</td>
</tr>
<tr>
<td>5.6 Grants Tracking</td>
<td>25</td>
</tr>
<tr>
<td>5.7 Budgeting and Forecasting</td>
<td>27</td>
</tr>
<tr>
<td>5.8 Integration of Existing Components with New Components</td>
<td>27</td>
</tr>
<tr>
<td>5.8.1 Time and Attendance and Payroll</td>
<td>27</td>
</tr>
<tr>
<td>5.8.2 Inventory</td>
<td>27</td>
</tr>
<tr>
<td>5.9 Optional Components</td>
<td>28</td>
</tr>
<tr>
<td>5.9.1 Accounting and Financial System Report Writer</td>
<td>28</td>
</tr>
<tr>
<td>5.9.2 Enterprise Report Writer</td>
<td>28</td>
</tr>
<tr>
<td>5.9.3 Time and Attendance</td>
<td>28</td>
</tr>
<tr>
<td>6 Project Implementation</td>
<td>30</td>
</tr>
<tr>
<td>6.1 Project Management</td>
<td>30</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
</tr>
<tr>
<td>---------</td>
<td>-------</td>
</tr>
<tr>
<td>6.1.1</td>
<td>Project Status Tracking</td>
</tr>
<tr>
<td>6.1.2</td>
<td>Bi-Weekly Conference Calls</td>
</tr>
<tr>
<td>6.1.3</td>
<td>Invoicing</td>
</tr>
<tr>
<td>6.2</td>
<td>System Design Reviews</td>
</tr>
<tr>
<td>6.2.1</td>
<td>Gap Analysis</td>
</tr>
<tr>
<td>6.2.2</td>
<td>Requirements Review</td>
</tr>
<tr>
<td>6.2.3</td>
<td>Preliminary Design Review</td>
</tr>
<tr>
<td>6.2.4</td>
<td>Final Design Review</td>
</tr>
<tr>
<td>6.2.5</td>
<td>Installation</td>
</tr>
<tr>
<td>6.2.6</td>
<td>ITP Responsibilities</td>
</tr>
<tr>
<td>6.3</td>
<td>Acceptance Testing</td>
</tr>
<tr>
<td>6.3.1</td>
<td>Acceptance Test Procedures</td>
</tr>
<tr>
<td>6.3.2</td>
<td>Test Stages</td>
</tr>
<tr>
<td>6.4</td>
<td>Documentation</td>
</tr>
<tr>
<td>6.5</td>
<td>Training</td>
</tr>
<tr>
<td>7</td>
<td>Warranty and Maintenance Support</td>
</tr>
<tr>
<td>7.1</td>
<td>Customer Support</td>
</tr>
<tr>
<td>7.2</td>
<td>Follow-up Analysis</td>
</tr>
<tr>
<td>7.3</td>
<td>Software Maintenance Updates/Upgrades</td>
</tr>
<tr>
<td>8</td>
<td>FTA REQUIRED CLAUSES</td>
</tr>
<tr>
<td>9</td>
<td>INSTRUCTION TO BIDDERS</td>
</tr>
<tr>
<td>10</td>
<td>CONTRACT PROVISIONS</td>
</tr>
<tr>
<td>11</td>
<td>Federal Certificates</td>
</tr>
<tr>
<td>12</td>
<td>PROPOSAL REQUIREMENTS</td>
</tr>
</tbody>
</table>
LIST OF FIGURES

Figure 1. Current Financial System Infrastructure .............................................................. 5
Figure 2. Preparation of Ad-hoc Reports .......................................................... 11

LIST OF TABLES

Table 1. ITP Software Infrastructure ............................................................................. 14
NOTICE

REQUEST FOR PROPOSAL

For A

Finance and Accounting Package System Procurement
(Project # 2016-04)

Sealed proposals for the Purchase and Installation of a Finance and Accounting Package System Procurement will be received in the offices of the Interurban Transit Partnership (ITP), 300 Ellsworth, S.W., Grand Rapids, MI, 49503, until January 14, 2016 at 12:00 pm local time. Project specifications are available from the ITP Purchasing Manager.

Proposals shall be subject to all applicable State and Federal laws and subject to financial assistance contracts between the ITP Board and the United States Department of Transportation, under the Federal Transit Act of 1964, as amended, and the Michigan Department of Transportation. The successful contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. All proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

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

The ITP Board reserves the right to postpone, accept or reject any and all proposals, in whole or in part, on such basis as the ITP Board deems to be in its interest to do so, subject to the rules and regulations set forth by the Federal Transit Administration and the Michigan Department of Transportation.

No proposal may be withdrawn for at least sixty (60) days after the scheduled closing time of the proposals. An original and three (3) copies along with four (4) electronic copies of the proposal should be submitted to the Purchasing Manager.

Mark Fedorowicz
Purchasing Manager
(616) 456-7514

Interurban Transit Partnership
300 Ellsworth S.W.
Grand Rapids, MI 49503
1 DOCUMENT ORGANIZATION

These specifications define the functional, performance, installation, integration and project implementation requirements for the deployment of an accounting and financial reporting system for Interurban Transit Partnership (ITP), The Rapid.

This document includes the following sections:

- Section 2 provides an overview of ITP’s existing services and financial system environment;
- Section 3 provides an overview of the new financial system;
- Section 4 defines ITP’s information technology (IT) requirements for the new financial system;
- Section 5 defines functional and reporting requirements for the new financial system;
- Section 6 defines project implementation requirements;
- Section 7 defines warranty and maintenance requirements;
- Appendix A provides price proposal form; and
- Appendix B provides the compliance matrix.
2 BACKGROUND

2.1 Agency Overview

ITP is the authority that provides a variety of public transportation services for the Grand Rapids metro area and beyond. It operates fixed route and ADA complementary paratransit service (GoBus). Other services include car and vanpooling programs, a demand response service called Passenger Adaptive Service (PASS) which brings passengers into the fixed route service area and several other services based on contracts with local partners.

ITP launched a bus rapid transit (BRT) service, branded as the Silver Line, in August 2014. ITP is currently in the planning process of launching another BRT service called the Laker Line, scheduled to be implemented by 2018.

2.2 Current Financial System Environment

The organization’s accounting and financial reporting needs are supported by a series of systems and software components (modules) via in-house written IBM iSeries software that are maintained by ITP’s Information Technology (IT) staff. The age of the infrastructure’s hardware and software components varies significantly. The performance of many of these functions today requires manual and labor intensive efforts by internal business users with the support of IT staff through the development of system “bridges”, data extracts and exports.

Figure 1 below depicts ITP’s current financial system architecture
Figure 1. Current Financial System Infrastructure
2.3 **General Accounting**

The accounting functions, which are supported by six separate core components including the general ledger (GL), accounts receivable, accounts payable, budgets, grants and fixed assets, have been in place for quite some time and have far exceeded their system life cycle expectancies. Data and information flows that currently exist between these components have been facilitated by bridges and exports that have been developed by ITP’s IT staff and maintained/modified accordingly as the organization’s needs have changed and grown. In addition, the business user is required to incur a significant amount of manual and redundant data entry without the ability to upload or download data from these components without IT intervention.

### 2.3.1 General Ledger (GL)

The chart of accounts represents a typical structure where a number is assigned to each balance sheet account for assets, liabilities and equity classifications. Similarly, an account number(s) is assigned to each income statement classification inclusive of revenue and expenses. In addition to the GL account number, each entry contains a cost center number (referred to as a fund number) that represents the department/area/project that is associated with the entry. The GL has built in intelligence that allows the business user to establish which specific accounts can be charged by certain costs centers. If an entry to a specific account is not associated with a cost center, the entry is rejected and will not be posted to the GL. Cost center numbers are sorted into two ranges. One range is assigned to operating and the other is assigned to capital grants.

Although data is posted to the GL after receiving data from the other accounting modules via bridges and journal entries, these updates to the GL are not real time updates due to the lack of true system integration amongst the components.

Although the accounting system generates an income statement and balance sheet, it does not produce a cash flow statement. In order to develop financial statements that are consistent with a customized format, the business user manually prepares these financial statements by using Excel spreadsheets and enters data from the trial balance that is provided from the accounting system.

The GL does not provide the ability to create separate divisions with a consolidated rollup at the agency level. As a result, profitability by mode (i.e. fixed route, demand response, vanpool, etc) is not possible to determine. In addition, there is no ability to perform a profitability analysis by route.

### 2.3.2 Cash Receipts, Banking and Bank Account Reconciliations

All money collected from ticket vending machines (TVMs) and fare boxes are transported by armored car and deposited at the bank. Debit and credit card activity that occurs at the TVMs is posted directly to The Rapid’s bank account by a third party processor which provides
transaction settlement and payment gateway services. All other funds such as federal, state and local grants, property taxes and third party receipts are deposited into The Rapid’s bank account(s) via automated clearing house (ACH), wire transfer or check. No cash receipts journal and banking function exists as part of the current accounting application that would typically post revenue and cash automatically to the GL when funds are received and deposits are made. Instead, individual manual journal entries are prepared and posted to the GL to reflect these deposits.

Since there is no banking feature in the current module, there is no bank account reconciliation function that automates any portion of reconciling the bank statement(s) to the respective GL account(s), including the ability to import bank account data (deposits, checks and withdrawals, etc.) shown on the bank statement to match to the activity in the module.

2.3.3 PROCUREMENT/ACCOUNTS PAYABLE (A/P)

The procurement (purchasing) component is a standalone module that provides the purchase order function and, to some extent and in an unusual practice, the accounts payable function. All approvals for purchases are controlled in the purchasing application which requires up to seven levels of approvals. When a purchase is received, the procurement module prematurely establishes a payable based on the receipt date instead of the payable’s original point of entry occurring in the accounts payable application subsequent to the receipt of an invoice. This is not considered to be a traditional accounting practice.

The purchase amount due and invoice dates are then exported to the accounts payable module to post the payables. This process exists since there is no integration from the accounts payable application to the purchasing module for invoices to be applied to open purchase orders once they are posted to the accounts payable module. When invoices are subsequently received, there is no ability to electronically match an invoice that has been posted to the accounts payable module to an open purchase order because of the lack of integration. This requires the business user to identify the open purchase order in the procurement application and perform this match manually. All payables that have been exported to the accounts payable module are subsequently exported to the GL.

Changes to the component’s logic that governs the approval process can only be performed by the IT staff through system program changes. When approvals are required, there is no automatic notification inherent in the module that informs managers that purchases are awaiting their approval. Furthermore, if a manager requires additional information prior to approving a purchase order, the module does not provide the ability to electronically return the purchase order to the requestor for resubmission. Similarly, there is no ability to electronically forward approved purchase orders to vendors directly from the application.

Although there is a function in the procurement module to facilitate bids, it is considered cumbersome forcing individuals to alternatively issue requisitions. However, requisitions do not include the same level of detail incorporated in a bid.
The accounts payable module does not automatically identify which vendors ITP is legally required to prepare a form 1099 for income tax purposes. Instead, the accounts payable/check register data is manually reviewed at the completion of each year in order to determine which vendors are required to receive a form 1099. They are then manually prepared.

Finally, entering GL accounts/grants when purchases are made is quite cumbersome particularly when multiple accounts are involved in a single purchase.

2.3.4 Payroll

Union and non-union (administrative) employees make up ITP’s work force including union drivers and mechanics. Payroll for the union employees is governed contractually by rigid and complex work rules requiring a significant number of payroll codes and hourly rates as part of the payroll process.

When runs or shifts for drivers come up for bid periodically during the year, the scheduled hours for each employee are manually entered into the time and attendance module from the bid list for each payroll period of the year covered on the bid list. Once all work hours are actually completed for each payroll period, any exceptions to the original entries from the bid list are manually adjusted in the time and attendance module. Examples of adjustments that might be made include hours for additional runs and attendance at meetings. Once all hours worked for these employees have been properly accounted for in the time and attendance module and reviewed for accuracy, the employee data and hours worked during the payroll period is exported from the time and attendance module to the payroll module which is Personnel Data System (PDS or VISTA), ITP’s human resources information system (HRIS).

Hours worked for administrative employees are manually entered directly into VISTA. Once all actual hours worked during the payroll period for both employee classifications are housed in VISTA, payroll is then generated from VISTA. An interface then occurs from VISTA to the GL to post the salaries, wages, employee/employer payroll taxes, employee/employer contributions to retirement plan and insurance premiums, etc. to the appropriate accounts. VISTA also houses other HRIS data.

2.3.5 Fixed Assets

Capital asset purchases such as vehicles, buildings, land, etc. are entered in the procurement module. These purchases, like all other non-capital related purchases, are exported to the accounts payable module. The accounts payable module interfaces with the GL to post all purchases to the appropriate account. Specific attributes for each fixed asset are required in the fixed assets module in order to properly account for depreciation as well as for grant management reporting and monitoring purposes. The business user is currently required to manually enter this detail for each asset into the fixed asset module. An automatic journal entry is created to post depreciation and asset transfers to the GL. Asset deletions are posted to the GL via a manual journal entry.
2.3.6 **Grant Management**

A grant is entered into the grants management module only when it is executed. Each grant is assigned to a cost center and GL account(s). Reports generated from the module reflect cumulative spending from the grant’s inception. Much of the grant management process is conducted with standalone Excel spreadsheets since the application does not directly provide it. In addition to recording the grant’s financial activity, grant management requirements include the need to monitor and report on project management milestones such as RFP issuance, public notice, price estimation, task completion and procurement. The current grant management and procurement modules do not provide this capability.

2.3.7 **Accounts Receivable (A/R)**

Accounts receivable activity includes ticket stock purchased from ITP by third party vendors (i.e. local retailers) where transit tickets and passes can be purchased by the public at the vendor’s place of business. Vendors that do not remit an upfront payment for ticket stock when received are invoiced. In addition, individuals that use ITP’s vanpool services are billed monthly and they remit payment to The Rapid upon receipt of an invoice. The organization also generates invoices to organizations acting as third party sponsors for American Disability Act (ADA) trips for individuals.

All ticket sales to third party vendors are manually entered into the accounts receivable module. Similarly, the invoicing process for vanpool services is manual and requires the preparation of approximately 200 invoices per month. Each invoice needs to be entered manually in the current module as there is no ability to upload or import invoice data into the module. In addition, the module does not provide outstanding balances by account (individual) nor does it provide an efficient method of listing invoices by account in order to determine which invoice a payment is to be applied. The inability to upload or import invoice data into the module also creates inefficiencies with regards to preparing invoices to third party sponsors for the number of ADA trips that ITP provides.

2.3.8 **Budgeting**

Excel spreadsheets are provided to managers in order for them to complete their annual expense budgets. Senior management is responsible for developing the revenue (passenger, operating grants and property taxes) budget and is also responsible for developing the labor budget. All budget data from the forms are then entered into an Excel spreadsheet and consolidated at the agency level for review by the board of directors (board). Once the board approves the agency’s budget, the detailed budget by department by account is manually entered into the budget module.

Monthly budgets are not entered into the system. The budget for the twelve month period is entered for each account by cost center and it is assumed that the revenues and expenses that will occur for each month are equal and are therefore “straight lined” throughout the year. The current system does not provide an automated method to provide an initial monthly spread of
the annual budget based on a system or user defined methodology (i.e. prior year actual results, percentages, etc.) which could then be overridden based on the business user’s discretion. Instead, separate monthly budgets would have to be developed based on standalone spreadsheets and then manually entered into the budgeting application.

2.3.9 Ad Hoc Reporting

In addition to the components of the financial and time keeping systems, data is currently extracted from other ITP systems including, but not limited to, ticket vending machines, fareboxes, scheduling, fuel, etc. for the preparation of various reports. Key level reports are distributed to executive management and the board of directors, including an agency dashboard that highlights key performance indicators such as revenue and ridership. The dashboard is manually intensive to prepare and takes an entire day to complete. Although data is manually extracted primarily from a few key data sources, Error! Reference source not found. portrays the breadth of various sources that IT might have to access in assisting the business user in the preparation of reports.
Figure 2. Preparation of Ad-hoc Reports
3 NEW FINANCIAL SYSTEM OVERVIEW

3.3 Scope Overview

ITP is planning to replace the majority of its existing financial system, particularly the in-house written IBM iSeries software components. The applications that will be replaced/added include:

- General Ledger
- Billing/Accounts Receivable
- Cash Receipts/Bank Account Reconciliation
- Accounts Payable
- Procurement (Purchase Orders)
- Fixed Assets
- Budgeting
- Grants Management

Although there is no intention to replace the existing time and attendance, payroll and inventory management components at the present time, ITP expects them to be fully integrated with the new financial system. Any custom programming that is required to achieve full system integration of these components as part of the new system is to be included in all proposals.

3.4 General Goals and Objectives

All components, including customization of any existing components that ITP elects to retain, must be part of a fully integrated accounting system. All components must create/ensure real time data and information updates must be a feature of all modules. In addition, changes that are considered routine including, but not limited to:

- report and consolidation rollups;
- additions, deletions and changes to accounts, customers, vendors;
- user access, security, rights and approval limits;
- override capability;
- allocation factors and methodology

shall not require programming changes. Such capability, with appropriate user-defined security controls, shall allow the user to independently make changes and not be reliant on information technology staff, or outside vendor assistance. Furthermore, all new modules within the overall accounting and financial reporting system must have the ability to efficiently store and retrieve data for a minimum of one prior year (preferably two) in addition to the current year within each of the respective modules without degrading the modules’ performance. Additional historical data needs to be easily stored and retrieved by the user without reliance on IT intervention.
All new modules must have the report writing capability for the business user to be able to create fully customizable reports within each of the respective modules. The report writer must provide the ability to save reports and automatically schedule the production of reports that contain data for the respective reporting period. In addition, the user must be able to easily download/export data and reports into a Microsoft Excel spreadsheet and also create pdf files. This feature is critical to facilitate the customization of reports and financial statements tailored to the preparer’s preferred report characteristics.
4 INFORMATION TECHNOLOGY (IT) REQUIREMENTS

4.1 General

The selected vendor, referred to as the “Contractor” in the rest of this document, shall provide the hardware and configuration details of the proposed system installation at ITP.

All software applications to be installed in ITP application environment must utilize the Microsoft Operating System consistent with current ITP upgrades, patches and service packs on the servers and desktops. Current ITP environment details are provided in Table 1.

<table>
<thead>
<tr>
<th>Category</th>
<th>Current ITP Environment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Server OS</td>
<td>Microsoft Windows Server 2008 R2</td>
</tr>
<tr>
<td>Desktop OS</td>
<td>Microsoft Windows 7</td>
</tr>
<tr>
<td>Productivity Software</td>
<td>Microsoft Office 2013</td>
</tr>
<tr>
<td>Database</td>
<td>Microsoft SQL Server 2008 R2</td>
</tr>
<tr>
<td>Domain Controller</td>
<td>Windows Active Directory</td>
</tr>
<tr>
<td>Website Infrastructure</td>
<td>Website is built using Linux, Apache, MySQL, PHP (LAMP) Stack with JavaScript front-end. Website hosting is outsourced.</td>
</tr>
<tr>
<td>Network Security</td>
<td>▪ Web payment gateway (Thawte SSL)</td>
</tr>
<tr>
<td></td>
<td>▪ Vantive payment gateway</td>
</tr>
</tbody>
</table>

The Contractor shall notify ITP at least 90 days in advance of releasing new versions of installed products. Further, the Contractor shall notify ITP at least one (1) year in advance of the date beyond when installed products can no longer be supported and also provide a transition plan to continue to provide existing features.

The Contractor must comply with ITP’s change management process when making any changes to supported systems.

4.2 Computer Hardware and Software Installation

The Contractor shall implement a test environment, with all software components installed on parallel hardware at ITP, where software updates and configuration changes can be tested prior to being implemented in the production system. Any future updates or upgrades must be tested in the test environment before being implemented on production servers.

1 ITP will be transitioning from Microsoft Windows 7 to Microsoft Windows 10 by 2016. ITP is also planning to upgrade to Microsoft Windows Server 2012 R2 by 2017.
All software upgrades or changes required by the Contractor must be made in an ITP test environment and certified prior to moving into a production environment.

The successful Contractor shall provide software and specifications for hardware that comprise the proposed central system, including the required number of licenses for all users. The cost of each component shall be provided per the instructions on the Price Proposal Form.

**4.3 Source-code Escrow**

The Contractor shall either provide their proposed system’s source code to ITP, establish an escrow account with the exact version of the source code being implemented at ITP, or provide an alternative solution to ensure that ITP has unrestricted access to and use of the source code in the event the Contractor ceases to exist, ceases to support the application, or otherwise terminates its relationship to and/or ownership of the product.

**4.4 Information Security**

**4.4.1 IT Security**

All proposed software applications must support role-based security.

Web-based applications shall provide secure data exchange via transport layer security (TLS)/secure socket layer (SSL) protocol only and shall comply with TLS 1.2 or better.

Proposed web applications shall be digitally certified using common certification authorities (e.g., COMODO, DigiCert and Verisign/Symantec).

All software applications must have the ability to use Windows Authentication based upon Active Directory setup.

The methods used for encrypting stored passwords must be disclosed. Industry standard encryption methods utilizing at least 256 bit encryption techniques are required.

The Proposer must disclose the provisions to secure the database in its proposal.

Any vulnerabilities or exploits discovered by the Contractor or others for the proposed application must be reported to ITP immediately with a proposed mitigation strategy.

**4.5 Data Storage and Maintenance**

All database-related components of the solution (e.g. tables, stored procedures, scripts, extensible markup language [XML] schema, and related information) shall be fully accessible and available for support and use by ITP and ITP staff.
Proposer’s solutions shall be developed and configured using prescribed standards for Microsoft SQL Server, and be flexible enough to run in consolidated database environments with other applications using different schemas and virtualization.

ITS data shall be retained in a read-only historical database for use by management and other ITP staff to plan and assess system performance, and to address inquiries, conflicts and related issues.

The system shall allow all such data to be retrieved, even if it has been archived.

All queries made to the database shall be logged for audit purposes. ITP shall have the ability to view these logs when required.

The online data storage system shall ensure data integrity in the event of a computer disk-drive failure.

In addition, the system shall include a means of archiving transaction data, or restoring data from an archive, while the system is in operation. It shall not be necessary to shut down the database to perform a successful backup operation.

The Contractor shall provide a data maintenance plan that is compliant with ITPs backup and archival policy. The system shall store data for at least seven (7) years in the database before archival.

Proposers shall determine and describe the need and procedure for an incremental, daily or other time frame-based backup of data. Other needs related to the archiving of data, such hardware and software, shall also be determined and described by each Proposer.

The system administrator (SA) account shall not be used with SQL server applications. If it is, the solution must allow ITP staff to change the SA password on a periodic basis without limitations.

The Contractor must provide the following:

- Scripts in order to recreate database;
- An entity relationship diagram;
- Database schema with a data dictionary detailing all database entities (e.g., tables, columns, and attributes; and
- Recommended practices document for support and maintenance of the database.

4.6 Data Access for ITP and its Partners

The proposed system shall follow an open architecture model, providing the capability for ITP to independently develop system interfaces or enable integration with other internal or third-party systems. The use of standard network communication protocols (e.g., Transmission Control Protocol/Internet Protocol [TCP/IP] and system interfaces (e.g., Open Database
Connectivity [ODBC] for databases) is required. The database structures and any proprietary interfaces shall be documented in the proposal. ITP shall be allowed royalty-free access to the database tables, and royalty-free use of the data and interfaces. If necessary, ITP shall be allowed to extend such access and use to third party vendors for integration purposes.

All system data shall be the property of ITP and shall be immediately available to ITP. The Contractor shall acknowledge in writing that ITP will own any and all data and the database where the data resides.
5 NEW FINANCIAL SYSTEM-FUNCTIONAL AND REPORTING REQUIREMENTS

Functional requirements and reporting specifications for each of the system’s components are described in the following subsections

5.1 General Ledger

Data and information updates must occur in real time in the GL when a journal entry or an interface from any one of the other modules occurs. Other features that must be part of a new GL include, but are not limited to:

- multi-fund (unlimited), multi-fiscal year (minimum of three consisting of current and prior two years) double entry accounting system
- full customization to establish a chart of accounts, consisting of an unlimited number of accounts, with the ability to
  - create unlimited multiple organizations with unlimited divisions within each organization
  - designate account number and type for each GL account
  - use account coding structure that provides reporting capability by cost center and GL account within each cost center
  - create user defined rules and/or account code combinations that ensure the validity of GL accounts associated with each cost center and/or grant
- summary and detail level financial statements that fulfill grant accounting and reporting needs of a public transit system with various transportation modes
  - full customization and automatic generation for any date range of a trial balance, Statement of Revenues, Expenses and Change in Net Position (income statement), Statement of Net Position (balance sheet) and Statement of Cash Flows with the ability to download to standalone desktop software applications (i.e. Microsoft Excel) for further customization and analysis
  - all financial statements must be able to reflect actual, budget and prior year comparisons for any user defined reporting period
- “period 13” functionality where, if desired, year-end adjusting entries can be entered while also enabling the creation of the subsequent fiscal year. Functionality would permit concurrent data entry and financial reporting for both the fiscal year being closed/audited as well for the next fiscal year.
- the ability to automatically perform an allocation of indirect (shared) costs across transportation modes/routes
- the ability to automatically produce consolidated income statements for the organization, by mode of transportation and/or route
- the ability to establish a user defined list in the system of authorized individuals with journal entry capability
  - journal entry capability will be confined to specific cost center/account code combinations
ability to establish automatic recurring journal entries (i.e. accruals and reversing entries) and to designate if a journal entry is a reversing journal entry with the reversal occurring automatically

- report(s) must be provided to show all journal entry activity (including all accruals and reversing entries) indicating, but not limited to, the date, user, GL account number, GL description and amount

5.2 Billing and Accounts Receivable

A new accounts receivable module will allow an unlimited number of customer entries and will be required to eliminate the manual invoice entry for all sales/accounts receivable.

Billing capability must include fields to reflect dollar and percentage discounts. All sales tax calculations (state and/or local) must be automatic and must have override capability by customer and/or invoice.

Data entry into the accounts receivable application shall be facilitated either by interface or upload capabilities from external source files (i.e. Excel spreadsheets). Automatic invoice generation, controlled by the business user, must be a basic requirement of the application once all sales data is resident in the application. The accounts receivable module must have the ability to electronically issue invoices.

Outstanding balances by customer must be easily identified within the module and payments, full or partial, shall easily be applied to outstanding invoices regardless of the payment source(s).

5.2.1 Accounts Receivable Reports

Through a report menu, the user must be able to select/create custom accounts receivable reports produced by the system. These reports include, but are not limited to

- Customer Information
- Charge Codes
- Billing Groups
- Sales Tax Codes
- Charge Register
- Summary A/R Ledger
- Detail A/R Ledger
- Aged Receivables

Customer Information – Contains a report of customers that the user sets up in the system. At a minimum, information for each customer on this report must contain the customer:

- Class/group
- Type
• ID
• Name
• Status (active, inactive, or discontinued)
• Billing group ID
• Website
• Resale tax ID
• Billing address, city, state, zip code, country
• Billing contact name
• Billing contact position
• Billing contact email address
• Billing contact voice telephone number
• Billing contact mobile telephone number
• Billing contact fax number
• Credit hold (Yes or No)
• Apply finance charge (Yes or No)
• Taxable (Yes or No)
• Comments/Notes
• Discount %
• Days until net amount due
• Default revenue GL account
• Default discount GL account

This report must be able to be generated by the user entering one or a varying number of the above fields as selection/sort criteria. No entry will return all activity.

Summary A/R Ledger – Contains a list of invoices including the net amount due and summarizes data from all entries for an invoice, credit memo or receipt; and used in reconciling A/R balances and for researching customer payments. At a minimum, information contained in this report must include:

• Type
• Customer ID
• Customer name
• Invoice number
• Invoice date
• Invoice due date
• Invoice description
• Invoice amount
• GL account or fund code
• GL account code or fund title
• Beginning balance
• Current balance
• Net change
• Percent Increase (decrease)
This report must be able to be generated the user entering one or a varying number of the above fields as selection/sort criteria. No entry will return all activity. User must be able to select which fields appear on the report.

**Detail A/R Ledger** – Same as Summary A/R ledger report, however, this report contains each entry in detail for every invoice whereas the Summary A/R ledger report summarizes all entries within an invoice.

This report must be able to be generated the user entering one or a varying number of the above fields as selection/sort criteria. No entry will return all activity. User must be able to select which fields appear on the report.

**Aged Receivables** – Reports balances in a minimum of four sections of time to be user defined (i.e. 30, 60, 90 and over 90 days). At a minimum, information contained in this report must include:

- Class
- Type
- Customer ID
- Customer name
- Invoice number
- Invoice date
- Invoice due date
- Invoice description
- GL account or fund code
- GL account or fund title
- Current Balances
- Aging period 1 Balances
- Aging period 2 Balances
- Aging period 3 Balances
- Over aging period 3 Balances
- Total Balance
- Billing contact name
- Billing contact position
- Billing contact email address
- Billing contact voice telephone number
- Billing contact mobile telephone number
- Billing contact fax number
- Billing contact address, city, state, zip code, country

### 5.3 Cash Receipts Journal/Bank Account Reconciliation

The new system must contain an integrated component that provides a cash receipts journal from which the posting of cash receipts/bank deposits from all sources (i.e. ticket vending machines, fare boxes, Automated Clearing House (ACH), credit cards, wire transfers, etc.) to the
GL occurs. Seamless integration must include the new Smartcard and Mobile Ticketing System that ITP will be purchasing and implementing in the near future.

The banking feature is expected to automate the reconciliation of bank statement(s) to the respective GL account(s) including the ability to electronically import bank account data (deposits, checks and withdrawals, etc.) to match to the activity in the module.

5.3.1 CASH RECEIPTS/BANK ACCOUNT RECONCILIATION REPORTS

Through a report menu, the user must be able to select/create reports produced by the system. At a minimum, these reports include

- Bank register
- Bank deposits
- Undeposited funds
- Electronic receipts register
- Unprocessed electronic receipts
- Reconciliation report
- Cash receipts journal
- Recurring deposits

5.4 Accounts Payable/Purchase Orders

A new procurement/purchasing system must be fully integrated with a new accounts payable application, which in turn, automatically interfaces with the GL and with the fixed assets module. All purchases (primarily parts) that are initiated in Trapeze Enterprise Asset Maintenance (EAM) would continue to be purchased in EAM and would require an automated interface into the new purchasing module.

Functionality of the procurement and accounts payable applications shall include, but not be limited to:

- flexibility that allows the business user to establish varying and unlimited approval levels and amendments for purchases in the purchasing application without the need for any IT intervention/programming changes
- automatic notification in the purchasing module that takes the requisition through all approvals, alerting each individual in the approval sequence. The module must enable managers to delegate their authority to other managers and contain a log of all delegations. The approval sequence is based on the requesting department, grant or non-grant purchase and purchase amount.
- electronic routing capability to obtain approvals, obtain additional information on a purchase order request and place the purchase order on hold until information and final approval is obtained
- the ability to electronically forward approved purchase orders to vendors directly from the purchasing module
the ability to allow entry for a purchase receipt date in the purchasing module that is independent of an invoice receipt date that is subsequently entered in the new accounts payable module

- the ability to assign managers to multiple cost centers and GL accounts
- the ability to carry current year open purchase orders into the subsequent year
- the ability for automatic notification of when invoices are due
- automatic matching of invoices entered in the new accounts payable module to open purchase orders in the purchasing module
- attachment of electronic copy of invoice to accounts payable
- automatic check runs based upon user defined schedule
- the ability to enter and issue manual checks
- ease of GL account entry in the purchasing module particularly when multiple accounts and grants are involved with a single purchase order
- the ability to enter the required level of detailed information to easily generate bid requests from the purchasing module
- the ability for the accounts payable module to automatically identify vendors requiring form 1099 and automatically generate them based on business user defined dollar amounts as Internal Revenue Service and state tax limits change
- the ability to have standing orders with expiration dates
- the ability to apply invoices to standing orders whose expiration dates may have been reached provided that the invoice purchase/service date is within the standing order expiration date
- the ability to permit authorized override functionality by applying invoices to an expired standing work order where the invoice purchase/service dates are beyond the standing order expiration date
- the ability to enter purchase of services as well as purchases of unit quantities. Purchases involving the procurement of services must have the ability to reflect payments received at different dollar amounts at various times throughout the life of the purchase order
- functionality that provides efficient/automatic reconciliation process of corporate credit card charges by individual employee card members and overall corporate account
- functionality that prevents the creation of a purchase order unless sufficient budget for the account is available
- the ability to monitor encumbrances
- override ability (i.e. Finance) to approve a purchase order if sufficient budget for the account is not available
- the ability to copy a purchase order’s “template” information when the purchase order is fully expended to a new purchase order so that the new purchase order does not need to be created from scratch
- the ability to assign whether a purchase order requires an independent cost estimate (ICE) and if so, provide the ability, with free form text and pre-set fields, to enter the ICE information
- the ability to identify each disadvantaged business enterprise (DBE) for each purchase order, whether it is a prime contractor or a subcontractor, the amount of the purchase
order assigned to each DBE and the amount paid to each DBE throughout the life of the purchase order.

5.4.1 **Accounts Payable/Purchase Order Reports**

Through a report menu, the user must be able to select/create reports produced by the system. At a minimum, these reports include

**Account Payable Reports**

- Aging summary
- Aging detail
- Reconciliation summary
- Check register
- Electronic check register
- Unprocessed electronic payments
- Cash disbursements
- Recurring checks and disbursements
- Reconciliation detail
- Summary with tax

**Purchases Reports**

- Purchases summary
- Purchases detail
- Purchases analysis (i.e. year to year comparative analysis)
- Vendor ledger
- Purchases register
  - All purchases
  - Closed invoices
  - Open invoices
  - Open purchase orders
  - Quotes
  - Returns
  - Open item receipts
- Vendor payments
  - Payments and payment history
  - DBE summary and detail reports by project (i.e. amounts paid to each DBE for each project)
  - 1099 vendor payment summary
  - 1099 vendor payment detail
  - 1099 final information
  - Individual 1099s
5.5 Fixed Assets

A new fixed asset module must eliminate the duplicate entries that are required in the current system after the invoice has been entered into the accounts payable module. Detailed information needs to automatically flow from the purchasing/accounts payable module(s) to the fixed assets module. The fixed assets module must also be able to automatically calculate depreciation and maintain depreciation schedules, properly account for asset dispositions and calculate the gain or loss on such dispositions. An automatic interface from fixed assets to the GL would post depreciation, asset dispositions, transfers to different GL accounts, and the gain or loss on dispositions and would limit the need for manual entries to adjusting journal entries only.

5.5.1 Fixed Assets Reports

The report functionality in the fixed assets module must allow the user to create fully customizable reports based on the data entered/calculated for each fixed asset. At a minimum, standard reports must include, but not be limited to,

- Fixed asset summary
- Fixed asset detail
- Funding source(s) grant(s)
- GL posting
- Net book value
- Acquisitions
- Disposals (partial and full)
- Transfers (partial and full)
- Period close summary
- Property tax summary
- Property tax detail
- Replacement value
- Change in capital assets
- Depreciation expense
- Depreciation adjustment

5.6 Grants Tracking

In addition to being fully integrated with all other accounting modules, a new grants management module must provide the ability to record and report on grant activity including, but not limited to, the following parameters:

- Grant name and/or number
- Federal, state, local and/or other matching requirements (indicated in dollars and percentage)
- Actual level/percentage of grantor (federal, state, local)
- Grantor name
- Grant type
- Grant purpose
- Grant expiration date
- Project manager
- Projects or accounts for which grant can be used
- Related grant(s) to be used as match
- Related grants for which this grant is serving as a match
- Original grant amount and date
- Changes to grant amount by date
- Current grant amount
- Encumbered grant amount for current fiscal year and since inception
- Expended grant amount for current fiscal year and since inception
- Expended grant amount for current fiscal year vs. budget
- Expended grant amount by major expense category
- Unencumbered grant funds in real time
- Unexpended grant funds in real time
- Quarterly Federal Transit Administration (FTA) milestone report
- List of financial and construction milestones (possibly fed from the new purchasing module) and other compliance requirements newly created for each grant
- Cost sharing (allocation) percentage
- Indirect cost rate

This module must have the ability to create sub-grants to allow the user to identify dollar portions of the grant that will be used to support one or more other grants. Each sub-grant may have a different purpose, expiration date, grant amount history, encumbrances and expenditures. For example,

- Grant A is a federal grant of $100,000 requiring state matching funds of $20,000
- Grant B is a state grant of $10,000 that will be used as a partial match for Grant A
- Grant C is a state grant of $50,000, of which $10,000 will be used as the remaining match for Grant A
  - Sub-grant C-1 for $10,000 expiring on 12/31/15 will be used for one purpose as a match to Grant A
  - Sub-grant C-2 for $40,000 expiring on 12/31/16 will be used for two other state defined purposes

The grant management module must provide the full list of parameters noted above for Grants A, B, C-1 and C-2 and provide the non-conflicting parameters (everything except purpose, expiration date, related grants and milestone/compliance reports) for Grant C as a whole.

The fixed assets module must also have the ability to interface with the purchasing module. If there are insufficient grant funds for a purchase order that is funded by a particular grant, override capability (i.e. Finance) must be provided with the appropriate built-in approval
functionality to increase the purchase order amount. This information must flow to the grant management application.

5.7 Budgeting and Forecasting

A new budgeting module must provide the flexibility to enter an annual or monthly budget based on management’s discretion. It shall provide an automated method to prepare an initial monthly spread of the annual budget based on a system or user defined methodology (i.e. prior year actual results, percentages, etc.) which could then be overridden based on the user’s discretion. Entries shall not be manual and must have the ability to accept an upload from an external source file (i.e. Excel spreadsheets).

The budgeting module must provide the ability to easily develop, save and retrieve multiple budget versions and scenarios to facilitate efficient what-if analysis, allowing management and the board of directors to make informed decisions when approving a budget.

Once the budget has been approved, the module must permit account/line item changes based upon user-defined authorization levels that have been established by authorized users within the module without the need for IT programming. The module must have built-in intelligence that only allows budget changes that are neutral to the overall budget. The module must provide override capability based upon user defined authorizations (not dependent on IT programming) that result in increases and/or decreases to the overall budget. All budget changes must be reflected on a report that shows the detail of all changes by user.

As part of the budget approval process, budget reports must include the comparison of the annual and monthly budget to prior year financial results. In addition, the ability to forecast year-end results shall be provided based on user defined methodologies (i.e. actual plus remaining budget, proportional based on year-to-date experience, flat dollar amount, etc.)

5.8 Integration of Existing Components with New Components

5.8.1 Time and Attendance and Payroll

ITP has elected to retain its existing time and attendance and payroll modules which will need to be fully integrated with the new accounting and financial reporting system components. Specifically, payroll that is generated from VISTA will need to automatically post to the appropriate GL accounts once the new GL is installed. As a result, any custom programming that is required to achieve this integration will need to be included in the response to this RFP.

5.8.2 Inventory

ITP has elected to retain its existing inventory module which will need to be fully integrated with the new accounting and financial reporting system components. Specifically, inventory (primarily parts held in EAM and fuel held in EJ Ward) data that is housed in ITP’s existing inventory management component will need to be fully integrated with new purchase order,
accounts payable and GL modules. As a result, any custom programming that is required to achieve this integration will need to be included in the response to this RFP.

5.9 Optional Components

5.9.1 Accounting and Financial System Report Writer

As described in section 3.4, all new modules must have report writing capability for the business user to be able to create and save fully customizable reports containing real time data and information within each of the respective modules. However, if this functionality is not included as part of each module, proposers have the option of presenting a separate report writing module as an alternative that would mine data from the underlying modules to create and save customized reports. Reporting periods shall automatically change and/or be user-defined and contain data and information pertaining to such reporting period(s).

Regardless of whether the underlying individual components have self-contained report writing capability, ITP requests proposers to include, as an option, a report writer that shall mine data across all modules where data can be included on a customized report regardless of the module from which the data is stored. ITP expects that any report writing tools being proposed shall be fully integrated with all modules without the need for ITP to develop and maintain information bridges and interfaces.

5.9.2 Enterprise Report Writer

ITP is interested in evaluating report writers that mine data not only from the accounting modules, but also from ITP’s other systems that are shown in Error! Reference source not found.. This report writer shall allow the user to create customized reports that include real time data across all of the underlying financial and non-financial system components. ITP expects that such a report writer shall be fully integrated with all system components without the need for ITP to develop and maintain information bridges and interfaces.

5.9.3 Time and Attendance

ITP encourages proposers to include in their proposals an alternative solution that would result in efficiencies in the way ITP accumulates hours worked for all employees for payroll processing. In particular, the component would be required to store driver and mechanic hours including, but not limited to, those related to personal, sick, vacation, training, and jury duty time; and to interface with VISTA to process payroll. Proposers need to be mindful of work rules included in collective bargaining agreements that need to be applied to accurately calculate overtime. Functionality shall include integration with VISTA, or at a minimum, enable the business user to import/upload hours to VISTA from a source file (i.e. Microsoft Excel spreadsheet) to eliminate manual entry and the chance for error. An interface from this new application with VISTA shall be efficient without the ongoing need for IT maintenance and support simply to generate payroll.
6 PROJECT IMPLEMENTATION

6.1 Project Management

6.1.1 PROJECT STATUS TRACKING

6.1.1.1 System Implementation Plan

The Contractor shall prepare a System Implementation Plan (SIP), including the detailed implementation activities/schedule, roles and responsibility of parties in the proposed project team, progress milestones/status and assigned staff. In order to prevent conflicts with ITP’s internal time critical activities that occur throughout the year, the Contractor shall present an SIP that completes all required work between February 1, 2016 and August 31, 2016.

The initial draft of the SIP shall be provided to ITP within two weeks from Notice to Proceed (NTP). Proposers shall provide sample SIPs along with their proposals.

The revised SIP, addressing comments from the first onsite meeting, shall be provided to ITP within two weeks after this meeting.

The SIP must be approved and accepted by ITP before it can become effective.

An updated SIP shall be submitted to ITP at the beginning of each month.

The SIP shall include the following content:

- Project team details;
- System roll out plan;
- A detailed schedule in Gantt chart format with lists of each project task, start and end times for those tasks, and resource needs;
- Roles and responsibilities associated with each task, including assistance needed from ITP staff;
- High-level plan for testing and system acceptance;
- High-level plan for quality assurance and quality control; and
- Identification of risks and risks mitigation strategies, as applicable.

6.1.1.2 Action Items List

The Contractor shall maintain an Action Items List (AIL), indicating for each item the following: (1) item number; (2) date generated; (3) item priority; (4) brief item descriptive title; (5) assigned person with lead resolution responsibility; (6) date resolved; and (7) ongoing dated notes on resolution status.

The AIL shall be sorted, primarily by unresolved vs. resolved items, priority, and date the item was generated.
Items shall not be closed unless authorized by ITP.

6.1.2 **BI-WEEKLY CONFERENCE CALLS**

The Contractor shall participate in bi-weekly conference calls with the ITP Project Manager, other ITP staff, and outside consultants as determined by the ITP Project Manager. If necessary, the ITP Project Manager may request to conduct weekly meetings.

The agenda for these meetings shall be to discuss the most current status of and plans related to all issues identified in the recent releases of the SIP and AIL.

ITP reserves the right to identify for discussion any additional issues beyond those in the SIP and AIL.

A status report shall be issued to ITP at least two days prior to each conference call, including (1) an agenda for the upcoming conference call highlighting key discussion items; and (2) an updated AIL with the updates incorporating the discussions of the previous bi-weekly conference call as well as other subsequent developments since the previous AIL release.

The Proposer shall be represented in these conference calls by at minimum its Project Manager, as well as any additional Proposer staff necessary to properly address the current issues and project status.

ITP will be represented by its designated implementation management representatives.

Conference call facilities will be arranged and paid for by the Proposer.

The Proposer shall submit minutes within two days of each conference call.

6.1.3 **INVOICING**

The Contractor shall only submit an invoice once a fully-signed Acceptance Certificate is generated by ITP indicating that a progress payment milestone has been achieved.

The Contractor shall provide “percent-complete” status for the project with each invoice.

ITP will withhold 10% retainage on each invoice.

Total retainage amount held from each invoice shall be released by ITP after Final System Acceptance.
6.2 System Design Reviews

6.2.1 GAP ANALYSIS

The Contractor shall review the current system environment at ITP and prepare a gap analysis report as part of the design phase. The gap analysis shall include but not be limited to the following:

- Computer hardware infrastructure
- Enterprise asset management system
- Time and attendance system
- Payroll system
- Existing reporting tools

6.2.2 REQUIREMENTS REVIEW

The Contractor shall participate in the Requirements Review (RR), as part of the first onsite meeting. The RR will initialize the Requirements Matrix and the Contractor will use this Matrix to produce the draft Design Document for conducting the Preliminary Design Review (PDR) at the second on-site meeting.

The RR meeting shall discuss the following for each contract requirement: (1) the ITP design intent; (2) the intended Proposer design approach; and (3) the general Proposer approach to demonstration through the acceptance testing process.

A traceability matrix with finalized contract requirements will be prepared by ITP after the RR meeting and has been referred to as Requirements Matrix (RM) hereafter.

ITP will maintain the RM through the deployment process.

6.2.3 PRELIMINARY DESIGN REVIEW

The Preliminary Design Document (PDD) shall include the following materials:

- A conceptual diagram illustrating all elements in the system and data flows between those elements;
- A detailed system network diagram identifying all network nodes and connectivity;
- An overview of the equipment, system and configuration proposed for implementation;
- Detailed technical documentation for each equipment item;
- Details on servers, workstation and networking infrastructure;
- Detailed technical documentation on all software, including the functions of each module, the format of all user interface screens, the format of all reports, the data fields to be included in all data exchange interfaces and any other software aspects warranting advance agreement with ITP prior to system customization/configuration;
• A table providing cross-references for each section of the PDD to the appropriate element of the RM.

The RR and PDR meetings shall include a review of the facility and available resources that may need to be updated to accommodate the added technologies. The Proposer shall determine and detail the exact demand of resources required of ITP.

The Contractor shall update the PDD base on ITP feedback and submit the updated documentation as the final design document (FDD).

The FDD shall include the following materials: (1) updated PDD incorporating ITP feedback and comments; (2) final list of equipment to be procured; (3) final design and configurations of the system to be built including all customizations to be made to the system; and (4) an updated table providing cross-references between sections is the FDD and elements of the RM.

6.2.4 Final Design Review

The Contractor shall conduct the Final/Critical Design Review (CDR) four weeks after the FDD has been submitted.

The PDD and FDD are intended only to reduce the chance of any misunderstandings on the design intent or interpretation of the contract requirements. The PDR and CDR shall not alter the need for the successful formal demonstration of each requirement through the Acceptance Testing process.

Once the CDR is complete, the Contractor shall provide a detailed list of equipment for the system.

The Contractor shall provide a detailed list of system configurations for individual system components, as applicable.

The Contractor shall document configurations of the fixed-end computer hardware and networking infrastructure (e.g., list of IP addresses).

6.2.5 Installation

6.2.5.1 General

The Contractor shall install and configure the entire system, including any ITP provided computer hardware and integration with existing systems at ITP’s central facility.

The Contractor shall specify rack space needed for hardware as needed for the proposed solution. The Proposer shall comply with ITP’s naming conventions and networks configuration standards.
The Contractor shall provide all necessary personnel, tools, test equipment, transportation, hardware and supplies for the successful and complete installation of all equipment and software.

The Contractor shall be responsible for its own and subcontractors' performance and safety.

Installations shall be performed in accordance with all Federal, State, and local laws and regulations.

The Contractor shall supply any electrical equipment necessary to operate system components using existing AC electrical power at fixed facilities. If existing power arrangements are unsatisfactory, the Proposer must specify proposed alterations.

The Contractor shall supply any network cabling (Cat6 or Fiber) necessary to operate system components including any UPS.

The capabilities of existing infrastructure affected by or to be integrated into the new system, such as ITP’s local area network(s) (LAN) and wide area network(s) (WAN) shall not be reduced at any time by system implementation.

The Contractor shall only be authorized to undertake installations after ITP approval of a pre-installation inspection for each installation site, documenting the existing condition of any existing infrastructure that may be affected by the installation.

The Contractor shall be in-charge of removing and recycling any existing ITP equipment replaced by equipment provided by the Proposer. The equipment removal and recycling details shall be documented in the IDD and approved by ITP.

After installations, the Contractor shall be responsible for restoring the condition of any affected existing infrastructure at the installation sites to their pre-installation condition.

The Proposer shall be responsible for the security of equipment prior to installation.

**6.2.5.2 Installation Design Document**

The Contractor shall submit Installation Design Documentation (IDD), for ITP approval prior to undertaking any installations.

The IDD shall provide text, drawings, illustrations and images using adequate detail to allow for quality installation by a technician without further training in conjunction with other installation instructions provided by the vendors of individual equipment components.

The IDD shall include details on (1) equipment installation locations/mounting; (2) routing, conductors, color-coding, labeling, and connectors for power, communications and ground circuits; (3) connections with, any required modifications to and restoration of existing...
infrastructure; (4) work area and equipment storage requirements (5) methods and quality standards; and (6) supervision and quality assurance procedures.

The IDD shall include procedures for pre- and post-installation checklists for tests to be performed by installers. The installations shall not be considered complete unless ITP provides signoff on the pre and post installation checklist for each vehicle.

6.2.6 ITP Responsibilities

ITP shall provide space for the Contractor to establish secure storage facilities adjacent to each installation area. The Proposer shall provide details on the space required for equipment storage and vehicle installation.

ITP shall provide building access and parking.

ITP shall provide remote access to relevant virtual servers/network.

ITP shall provide conference rooms/training rooms for on-site testing/training.

ITP shall provide space for central system installations and vehicle installations.

ITP shall provide light and electrical service at all installation locations.

6.3 Acceptance Testing

6.3.1 Acceptance Test Procedures

The Contractor shall submit an Acceptance Test Procedures document (ATP), for ITP approval prior to undertaking any testing.

The ATP shall clearly address: (1) how each testable specification requirement will be demonstrated, including the method for performing the test; (2) the results that will constitute success for each test; (3) responsibilities of both Contractor and ITP’s representatives during each test; and (4) a cross-reference to which contract requirements from the RM are being addressed by each test procedure.

The ATP shall include an updated RM from the DRD, to include the test stage at which each contract requirement will be demonstrated; and a cross-reference to the test procedure(s) that serve to address each contract requirement.

The ATP shall be submitted to ITP at least three weeks in advance of any intended testing.

ITP shall approve all ATPs prior to any required testing listed in this section is performed.
The ATP shall incorporate the following distinct testing stages for the proposed system: (1) Installation Acceptance Test (IAT); (2) User Acceptance Testing (UAT); and (3) Burn-In Testing (BT).

ITP may authorize the Contractor to proceed to the next testing stage with certain deficiencies not yet resolved after the Contractor provides an action plan to resolve outstanding issues from a test stage.

The Contractor shall provide written notice to ITP at least two weeks in advance of any testing, indicating the specific tests to be completed as well as the date, time and location.

The Contractor shall be required to reschedule testing if ITP witnessing representatives cannot be present or if other circumstances prevent testing from taking place.

6.3.2 Test Stages

6.3.2.1 Installation Acceptance Test

IAT shall be conducted to demonstrate system functionalities using a test database.

Any deficiencies from IAT shall be rectified before UAT.

6.3.2.2 User Acceptance Test

UAT shall be conducted on the system using the live agency database to demonstrate system functionalities in real-world operation.

UAT shall be witnessed by the deploying agency representatives. ITP staff shall be fully trained in system prior to UAT.

Any deficiencies through UAT shall be rectified before the initiation of BT. Once the UAT has been accepted, the system shall be approved to Go-Live.

6.3.2.3 Burn-in Test

BT shall involve revenue service use of the system over a 30-day period after the completion of UAT, and deficiencies shall be rectified before the deploying agency will grant Final System Acceptance (SA) of the system.

During BT, ITP shall record issues reported by ITP staff, and in a punch list.

ITP shall perform data audit during BT to determine any issues with the data and reports generated by the system installed by the Contractor. Any issues discovered during BT shall be included in the BT punch list and must be resolved by the Proposer.

The Contractor shall resolve all issues in the BT punch list before acceptance can be granted for BT.
6.3.2.4  Acceptance Criteria

The Contractor shall provide written Test Results Documentation (TRD) after completing each stage of testing.

The TRD shall document the results of each ATP procedure and provide an updated RM that indicates which contract requirements have been demonstrated.

The RM shall be used as a “punch list” to track which requirements have not yet been demonstrated at each stage of testing.

A requirement classified as having been “demonstrated” during a certain AT stage can be subsequently redefined as having been “not demonstrated” if compliance issues emerge prior to SA.

The TRD must be approved before ITP grants the SA.

SA will not be granted for the system until all contract requirements have formally demonstrated through BT.

6.4 Documentation

The Contractor shall provide an As-Built Document (ABD) to ITP for approval.

The ABD shall include: (1) all reference and user manuals for system components, including those components supplied by third parties; (2) all warranties documentation, including that for components supplied by third parties; and (3) the version number of all software and license counts, including that supplied by third parties.

The Contractor shall provide User Manuals (UM) for the system components and other relevant applications.

The Contractor shall provide a Systems Manuals (SM), documenting (1) the configuration and topology of central systems hardware and software; (2) central systems software functions and operations; (3) scheduled maintenance required for the central systems; and (4) database structure and data dictionary.

6.5 Training

The Contractor shall provide training courses for at least:

- Users of the system components/interfaces;
- Users of the reporting software; and
- Applications/systems administrators.
The Contractor shall ensure that trainers are knowledgeable about the components for which they are providing the training and have prior experience in delivering similar training sessions.

The Contractor will describe the necessary pre-requisite computer skills and knowledge expected for each of the training courses in order to develop training classes based on user skill level.

The Contractor shall provide all training materials in both Microsoft Office and Adobe PDF formats on compact disc (CD) and DVD with a permission to reproduce copies later on. Additionally, the Proposer shall perform visual recording of training sessions for future reference of training videos by trainees.

The Training Plan (TP), including the training schedule and course outlines, must be provided to ITP for review at least three weeks in advance of the start of training. At least the following topics must be included in the TP for each training session:

- Course objective;
- Topics to be covered;
- Required ITP staff;
- Time required for training;
- Resources required from ITP;
- Follow-up need (in-person or webinar);
- Prerequisites for trainees; and
- Evaluation procedure for students.

The TP must be approved by ITP before the start of any training.

Proposers shall provide a sample TP in their proposals.

Proposers shall provide the number of training classes by each training course included in their proposals.

The Contractor shall furnish all special tools, equipment, training aids, and any other materials required to train course participants, for use during training courses only.

The instructors shall demonstrate a thorough knowledge of the material covered in the courses, familiarity with the training materials used in the courses, and the ability to effectively lead students in a classroom setting.

If any instructor is considered unsuitable by ITP, either before or during the training, the Proposer shall provide a suitable replacement within five business days of receiving such notice from ITP.

The Contractor shall provide brief refresher versions of each training course to the original trainees between three to six months after SA for the system at no additional cost.
The Contractor shall provide additional training to the original trainees after SA for the system at no additional cost if major modifications are made to the system after the initial training due to system upgrades or changes made under warranty; and/or SA occurs at least three months after the completion of training, due to delays for which the Proposer is responsible.

7 Warranty and Maintenance Support

The warranty period for the system shall run concurrently for all system components, through to two years from the date of SA.

The Contractor shall offer an option to extend the warranty period for additional years for up to five years from the date of SA. The Proposers shall document any differences in the warranty terms for these option years in their proposal.

The Contractor shall warrant that it has reviewed and evaluated all information furnished by ITP and has made all inquiries necessary such that the Proposer is fully aware of ITP’s business requirements and intended uses of system, as set forth or referenced in the Request for Proposals and any Addenda, Amendments or Final Proposal Requests, as well as in discussions during the Pre-proposal Conference.

The Contractor shall warrant that the system satisfies the foregoing requirements in all material respects and will be fit for such intended uses.

The Contractor shall warrant that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and software, and provide ITP with all information necessary to maintain the system.

If there is a change in the production configuration of any equipment or software being installed prior to SA, ITP will require that all previously installed equipment and software be upgraded to match the updated configuration.

The Contractor shall warrant compliance with all applicable laws and regulations relating to the project.

The Contractor shall warrant that its employees, agents and subcontractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so performed. ITP reserves the right to remove any subcontractors if their work is deemed incompetent or unprofessional.

During the warranty period, the Contractor shall, at no cost to ITP, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty.
The Contractor shall provide any software updates and patches for the current software version at no cost to ITP during the warranty period.

In addition to the foregoing warranties, the Contractor shall assign to ITP, and ITP shall have the benefit of, any and all Subcontractors', Suppliers', and Vendors' warranties and representations with respect to the deliverables provided.

In its agreements with Subcontractors, Suppliers and Vendors, the Contractor shall require that such parties (1) consent to the assignment of such warranties and representations to ITP; (2) agree that such warranties and representations shall be enforceable by ITP in its own name; and (3) furnish documentation on the applicable warranties to ITP.

The Contractor shall provide a single point of contact for all warranty administration during the warranty period.

The Contractor shall warrant that ITP shall acquire permanent title to all equipment and non-proprietary software provided under the Contract, free and clear of all liens and encumbrances.

7.1 Customer Support

Software support during the warranty period shall include technical support for all proposed hardware and software, with a 24x7 support line, as well as providing, licensing, installing and integrating all released software patches and updates for the proposed solution.

The Contractor shall provide, during the warranty period, supplementary support in accordance with an agreed-to escalation procedure. The escalation procedure can initially involve telephone support, but must culminate in the Proposer providing on-site support if needed. The proposal must define the proposed support escalation procedures.

ITP must be able to view the status of their support request(s) at any time through an online tracking system to be provided by the Proposer.

7.2 Follow-up Analysis

The Contractor shall provide one week of onsite follow-up analysis at six-month intervals during the warranty period, including a written report on the findings of each analysis. Each report shall describe how the system is being used and if there are any additional training or system enhancement needs. Further, any required adjustments in the system configurations must be performed based on the system review.

The first follow-up support effort shall be completed no earlier than six months but no later than nine months after Final System Acceptance.
7.3 Software Maintenance Updates/Upgrades

Proposers must describe their maintenance update and upgrade approaches in their proposals. Proposers shall describe the difference in processes and costs associated with updates and upgrades.

The Contractor is required to notify ITP at least 90 days in advance of the installation when new software releases become available.

The Contractor is required to notify ITP at least six months in advance when it is expected that the current releases and related systems will no longer be supported.

The Contractor shall ensure that all existing software configurations are protected after the system has been upgraded or updated for the entire duration of the time when ITP uses the product.

The Contractor must comply with ITP’s change management process when making any changes to supported systems. These changes must be reported to the ITP project manager.
8 FTA REQUIRED CLAUSES

PROCUREMENT (GOODS)

"The supplier of goods or services must adhere to the following Federal Transit Administration requirements. The burden is on the supplier to read and understand each requirement based on the information provided. Execution of the contract implies agreement with the attached Federal Clauses and Certifications."

2) BUY AMERICA REQUIREMENTS

APPLICABILITY TO CONTRACT
Applies only to Contracts over $100,000 in value.

FLOW DOWN
The Buy America requirements flow down from FTA recipients and sub recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractor, are in compliance.

REQUIREMENTS
The contractor agrees to comply with 49 U.S.C. 5323[j] and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323[j](2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the ITP the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

5) CARGO PREFERENCE REQUIREMENTS
   46U.S.C.1241 46 CFR Part 381

APPLICABILITY TO CONTRACT
Applies ONLY to contracts for equipment, vehicles, materials, or commodities which may be transported by ocean vessels.

FLOW DOWN
The Cargo Preference requirements apply to all contracts subcontracts when the subcontract may be involved with the transport of equipment, materials, or commodities by ocean vessels.

REQUIREMENTS
The contractor agrees:
To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved,
whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

B. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the ITP (through the contractor in the case of a subcontractor's bill-of-lading.)

C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

6) SEISMIC SAFETY REQUIREMENTS
42 U.S.C. 7701 et seq. 49 CFR Part 41

APPLICABILITY TO CONTRACT
Construction of new buildings or additions to existing buildings.

FLOW DOWN
The Seismic Safety requirements flow down from FTA recipients and sub recipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety including the work performed by all sub-contractors.

REQUIREMENTS
The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

7) ENERGY CONSERVATION REQUIREMENTS
42 U.S.C.6321 et seq. 49 CFR Part 18

APPLICABILITY TO CONTRACT
The contractor agrees to comply with all of the mandatory standards and policies relating to energy efficiency that are contained in the respective State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act.

8) CLEAN WATER REQUIREMENTS
33 U.S.C 1251

APPLICABILITY TO CONTRACT

43 ITP Functional Specifications
Applies only to Contracts over $100,000 in value.

FLOW DOWN
The Clean Water requirements flow down to FTA recipients and sub recipients at every tier.

REQUIREMENTS
A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
B) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

13) FEDERAL CHANGES
49 CFR Part 18

APPLICABILITY TO CONTRACT
Applies to all contracts.

FLOW DOWN
The Federal Changes requirement flows down appropriately to each applicable change requirement.

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

15) CLEAN AIR
42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

APPLICABILITY TO CONTRACT
Applies only to Contracts over $100,000 in value.

FLOW DOWN
The Clean air requirements flow down to all sub contracts which exceed $100,000.

REQUIREMENTS
1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended 42 U.S.C. §§ 7401 ET seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.
16) RECYCLED PRODUCTS

42 U.S.C. 6962  40 CFR Part 247  Executive Order 12873

APPLICABILITY TO CONTRACT
All contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year.

FLOW DOWN
These requirements flow down to all contractor or sub-contractor tiers.

REQUIREMENTS
The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20) NO GOVERNMENT OBLIGATION TO THIRD PARTIES

APPLICABILITY TO CONTRACT
To all contracts.

FLOW DOWN
Not required by statute or regulation for either primary contractors or sub-contractors, this concept should flow down to all levels to clarify to all parties to the contract, that Federal Government does not have contractual liability to third parties, absent specific written consent.

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

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

21) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS


APPLICABILITY TO CONTRACT
To all contracts.
FLOW DOWN
These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

REQUIREMENTS
1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

22) TERMINATION
49 U.S.C. Part 18   FTA Circular 4220.1F

APPLICABILITY TO CONTRACT
Contracts with nonprofit organizations and institutions of higher education in excess of $100,000 and all other contracts in excess of $10,000.

FLOW DOWN
Flow down to all contracts in excess of $10,000, with exception of contracts with nonprofit organizations of higher learning.

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

2. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the
Contractor fails to comply with any other provisions of the contract, the ITP may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the ITP that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the ITP, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) The ITP in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to ITP'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 ITP setting forth the nature of said breach or default, ITP 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 ITP from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach In the event that ITP elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by ITP shall not limit ITP's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. Termination for Convenience (Professional or Transit Service Contracts) The ITP, by written notice, may terminate this contract, in whole or in part, when it is in the Government’s interest. If this contract is terminated, the ITP shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the ITP may terminate this contract for default. The ITP shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract.

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

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

If this contract is terminated while the Contractor has possession of the ITP's goods, the Contractor shall, upon direction of the ITP, protect and preserve the goods until surrendered to the ITP or its agent. The Contractor and ITP shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the ITP.

8. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the ITP may terminate this contract for default. The ITP shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the ITP 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. The Contractor and its sureties shall be liable for any damage to the ITP resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the ITP in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

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

B. The contractor, within [10] days from the beginning of any delay, notifies the ITP in writing of the causes of delay. If in the judgment of the ITP, the delay is excusable; the time for completing the work shall be extended. The judgment of the ITP shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the ITP.

9. Termination for Convenience or Default (Architect and Engineering). The ITP may terminate this contract in whole or in part, for the ITP's convenience or because of the failure of the Contractor to fulfill the contract obligations. The ITP shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.
If the termination is for the convenience of the ITP, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

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

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

If the termination is for the convenience of the ITP, the 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 ITP determines that the 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 the contractor, the ITP, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

23) **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION NON-PROCUREMENT**

**APPLICABILITY TO CONTRACT**
Certification regarding Debarment, Suspension, and Other Responsibility Matters Lower Tier Covered Transactions Third Party Contracts over $25,000.

**FLOW DOWN**
Contractors are required to pass this requirement on to subcontractors seeking subcontracts over $25,000. Thus, the terms "lower tier covered transaction" include both contractor and subcontractors and contract and subcontracts over $25,000.

**REQUIREMENTS**
Instructions for Certification
1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
   The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective
lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, ITP may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to ITP if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by ITP.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

6. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, ITP may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

24) PRIVACY ACT
5 U.S.C. 552

APPLICABILITY TO CONTRACT
When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier.
FLOW DOWN
Flow down to each third party contractor and their contract at every tier.

REQUIREMENTS
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

APPLICABILITY TO CONTRACT
Apply to all contracts.

FLOW DOWN
Flow down to all third party contractors and their contracts at every tier.

REQUIREMENTS
The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

26) BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18  FTA Circular 4220.1F

APPLICABILITY TO CONTRACT
Applies only to Contracts over $100,000 in value

FLOW DOWN
Flow down to all tiers.

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

Performance During Dispute - Unless otherwise directed by ITP, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the ITP and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the ITP in which the ITP is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the ITP, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

27) **PATENT AND RIGHTS IN DATA**

*37 CFR Part 401  49 CFR Parts 18 and 19*

**APPLICABILITY TO CONTRACT**

Applies ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information.

**FLOW DOWN**

Apply to all contractors and their contract at every tier.

**REQUIREMENTS**

**CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.**

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

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

   b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the
direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29) DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

REQUIREMENTS
The Federal Fiscal Year goal has been set by the ITP in an attempt to match projected procurements with available qualified disadvantaged businesses. The ITP’s goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the ITP as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE’s in the work provided, the ITP may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy - It is the policy of the Department of Transportation and the ITP that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in
part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract. The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the ITP to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the ITP’s procurement activities are encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, the ITP may declare the contractor noncompliance and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the ITP’s DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the ITP and will be submitted to the state upon request.

(e) The ITP will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements
- DBE Program Definitions, as used in the contract:
  - Disadvantaged business “means a small business concern”:
    - Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
    - Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
    - Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
    - Whose management and daily business operations are controlled by one or more women individuals who own it.
  - “Small business concern” means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.
  - “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
• “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
• “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
• “Native Americans’, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
• “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
• “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh.

30) STATE AND LOCAL LAW DISCLAIMER

APPLICABILITY TO CONTRACT
This disclaimer applies to all contracts.

FLOW DOWN
The Disclaimer has unlimited flow down.

REQUIREMENTS
The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the ITP’s procurement documents, the grantees should consult with their local attorney.

31) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

APPLICABILITY TO CONTRACT
Applies to all contracts.

FLOW DOWN
The incorporation of FTA terms has unlimited flow down.

REQUIREMENTS
The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated 11/01/2008 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 ITP requests which would cause the ITP to be in violation of the FTA terms and conditions.

32) FLY AMERICA
49 U.S.C. 40118 41 CFR Part 301-10

APPLICABILITY TO CONTRACT
Applies ONLY to contracts involving international air transportation of persons or materials.
FLOW DOWN
The Fly America requirements flow down from FTA recipients and sub recipients to first tier contractors, who are responsible for ensuring that lower tier contractors are in compliance.

REQUIREMENTS
The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag carriers to the extent services by U.S.-flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations “Use of United States Flag Air Carriers.” 41 C.F.R. §§ 301.131 through 301.143.

34) ENVIRONMENTAL PROTECTION

REQUIREMENTS

35) ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)

REQUIREMENTS
The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)." 49 C.F.R. Part 37;
- U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance," 49 C.F.R. Part 27;
- U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- Any implementing requirements FTA may issue.

36) NOTIFICATION OF FEDERAL PARTICIPATION

APPLICABILITY TO CONTRACT
Applies ONLY to contracts for goods and services, including construction, valued at over $500,000.

REQUIREMENTS
In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the Contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.
9 INSTRUCTION TO BIDDERS

EQUIPMENT & SERVICES - RFP

1) FUNDING

This Project will be funded with the assistance of capital improvement grants from the Federal Government under the Federal Transit Act and the Michigan Department of Transportation (MDOT). The successful bidder will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States of America and ITP. This grant contract is available for examination by prospective bidders at the ITP offices.

2) PROJECT BUDGET

The budget for this Project will be funded through financial assistance grants from the Federal Transit Administration (FTA) and Michigan Department of Transportation (MDOT). The total Project budget will be determined by the final negotiated price between ITP and the successful bidder.

3) PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held for all interested bidders on **Monday, December 14, 2015**, at **1:30 p.m.** at the ITP Administrative Offices located at 300 Ellsworth Ave. SW, Grand Rapids, MI 49503. ITP reserves the right to postpone answers to any questions raised at this meeting until a later date. Any oral explanations provided by ITP during this meeting will not be binding upon ITP until they are reduced to a written form by ITP and given to all interested bidders. Bidders seeking a written response by ITP to their questions at the Pre-Proposal Conference are requested to submit their questions in writing to ITP in advance. ITP will make every effort available to respond at the Pre-Proposal Conference. Attendance at the Conference is not mandatory, but is encouraged by ITP. The ITP will provide a conference call capability if proposers cannot attend.

4) TYPE OF CONTRACT

The Contract for this Project shall be a **firm fixed price type.** / fixed price with economic price adjustment type. /cost plus fixed fee type.

5) PROJECT NUMBER(S)

All bidders and Contractors will include the FTA Project Number in all correspondence with ITP and with the FTA. The FTA Project Number for this Project is **2016-04**.
6) **USE OF "INTERURBAN TRANSIT PARTNERSHIP" NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS**

ITP reserves the right to review and approve any advertising copy related to this Project in any way prior to publication. The successful bidder will not allow such copy to be published in their advertisements or public relations programs until submitting such copy and receiving prior written approval from ITP. The successful bidder agrees that published information relating to this Project will be factual and in no way imply that ITP endorses the successful bidder's firm, service or product.

7) **INTENT OF SPECIFICATIONS**

It is the intent of these specifications to provide completed Project of substantial and durable construction in all respects, which will be most suitable and advantageous for ITP. Experimental or unproven equipment, materials or design will not be accepted without prior review and written acceptance by ITP.

8) **APPROVED EQUALS AND DEVIATIONS**

All Proposals must be in strict compliance with the requirements and provisions of these specifications, including the provisions herein regarding "approvals", "approved equals", and "deviations". Where a feature, component or item is specified by brand name in these specifications, the words "or approved equal" will apply. Where the approval of ITP is specifically required by these specifications in connection with a particular feature, or if the bidder proposes to submit a proposal containing "approved equals" or "deviations" from specific requirements of these specifications, the bidder must obtain such approval, confirmed in writing, prior to the date for the receipt of proposals. With respect to "approved equals" or "deviations", the details of same and the reasons and justifications therefor must be submitted to ITP, including a statement whether the bidder has previously furnished or offered to furnish the item in question, is herein specified. Proposals may be submitted containing such "approvals", "approved equals", or "deviations", as are specifically approved by ITP, confirmed in writing, prior to the date for receipt of proposals. Each proposal must be accompanied by documentation regarding any such approvals granted by ITP for the proposal. Notice of any such approvals required by and/or granted to a bidder shall be furnished by ITP to other prospective bidders prior to the date for receipt of proposals. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a proposal may be cause for its rejection. The decision of ITP, as represented by the Executive Director, shall be final with respect to whether any proposed deviations form the specifications are acceptable. It should be understood that specifying a brand name, components, and/or equipment in this specification shall not relieve the supplier from his responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying ITP of any inappropriate brand name, component, and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration.

9) **PROTEST PROCEDURES**

The following terms, conditions and appeal procedures will apply:
(a) ITP reserves the right to postpone the bid opening or receipt of proposals for its own convenience.

(b) Changes to the specifications will be made by addendum only.

(c) Prime Contractors and subcontractors may make appointments to discuss the Project specifications. This, however, does not relieve them from the written documented requests required by paragraphs (d) and (f), following.

(d) Requests for approved equals, clarification of specifications, and protest of specifications must be received by ITP in writing not less than nine (9) working days before the date of the scheduled bid opening or closing date for receipt of proposals. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

(e) ITP’s replies to requests under paragraph (d) above will be postmarked at least four (4) working days before the date scheduled for the bid opening or receipt of proposal.

(f) A protest by any adversely affected person regarding restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the ITP Purchasing Manager two (2) working days before the date scheduled for bid opening or receipt of proposal. The formal written protest shall state the name of the protestor, a description of the Project, and the facts and law upon which the protest is based, and a statement as to what relief is requested.

(g) Upon receipt of a protest, ITP shall immediately determine if the date for the bid opening or closing date for receipt of proposals should be postponed. If the bid opening or closing date is postponed, ITP will contact all Contractors and subcontractors who were furnished a copy of the specifications by ITP that an appeal has been filed and that the bid opening or receipt of proposals is postponed until a decision has been issued. Notice of the postponement will be made in writing by addendum.

(h) Representatives of ITP and the protestor shall meet within twenty-four (24) hours after receipt of the protest or at such a time as mutually agreed, to discuss all substantive issues raised in the protest. Upon completion of discussion between ITP and the protestor, the ITP Executive Director will transmit a final decision in writing to the protestor within five (5) working days. The final decision will respond to each substantive issue raised in the protest. If the written decision cannot be issued within this time period, the protestor will be notified in writing of the time extension. Upon issuance of the written decision, ITP will then issue appropriate addendum to reschedule the date for the bid opening or closing date for the receipt of proposal.

(i) Protests by any adversely affected person for reasons other than for restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the ITP Purchasing Manager not more than three (3) working days after the posting of the Notice of Award is made to the participating bidders. Upon receipt of a protest after Contract award, ITP shall immediately determine if work on the protested Project should be suspended until such time as the protest is resolved.

(j) Representatives of ITP and the protestor shall meet within twenty-four (24) hours after receipt of the protest or at such time as mutually agreed to by both parties to discuss the protest. Upon completion of discussions between ITP representatives and the protestor, ITP will
issue a written decision to the protestor within five (5) working days. If the written decision cannot be issued within this time period, the protestor will be notified in writing of the time extension.

(k) Except as noted in paragraph (l), ITP will not open bids, receive proposals or award a contract if a formal written protest has been received and no final decision has been issued by the ITP Executive Director. After the issuance of a final decision, ITP will wait a minimum of five (5) working days before opening bids or proposals or before awarding a Contract for a Project.

(l) ITP may open bids, receive proposals and award a Contract for a Project while a protest is pending final disposition when the ITP Executive Director determines that:

* The items to be procured are urgently required;
* Delivery or performance will be unduly delayed by failure to make an award promptly; or,
* Failure to make prompt award will otherwise cause undue harm to ITP or the Federal Government.

(m) Protester may request a reconsideration after a final decision has been issued by the ITP Executive Director within five (5) working days after the issuance of a final decision if new data or information becomes available that was not previously known, or there has been an error of law or regulation.

(n) The provisions of Chapter V of FTA Circular 4220.1E. (11/01/2008), are hereby incorporated and made part of the rules of ITP. Protests to the FTA by a protestor must be made in accordance with FTA Circular 4220.1E. FTA will only consider a protest that alleges failure of ITP to have a written protest procedure or failure to follow such procedure. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation.

Any appeal or protest may be withdrawn at any time.

---

10) **SUBMISSION OF PROPOSALS**

Sealed proposals will be accepted until **January 14, 2016**, at **2:00 p.m.**, local time. They shall be submitted to:

Mark R. Fedorowicz  
Purchasing Manager  
ITP - The Rapid  
300 Ellsworth Ave. SW  
Grand Rapids, MI 49503

Proposals submitted to ITP shall include one (1) original and **3** copies and 4 electronic copies (thumb drive, etc.)

---

11) **SEALED PROPOSAL LABEL**

The bidder should complete the enclosed ‘Sealed Proposal’ label and attached it to the envelope containing the bid or proposal. ITP assumes no responsibility for the premature opening of sealed bids or proposals which do not have this label attached to the outside of the

---

63 ITP Functional Specifications
envelope. Template for label attachment B. If label is not included please mark envelope "Sealed Proposal and Project number" or request label at contract@ridetherapid.org.

12) MAILING BIDS/PROPOSALS

Bids or proposals submitted by mail shall be mailed a minimum of three (3) days prior to the bid opening date or date scheduled for receipt of proposals. Postmarks by the U.S. Postal Service or other mail delivery service is required. Postage meter dates are not acceptable. Bids or proposals which are not mailed in a timely manner and received after the scheduled bid opening or proposal submittal date will not be accepted.

13) DURATION OF OFFER

All bids or proposals shall remain in effect for a minimum of ___90____ days from the bid opening date or scheduled date for receipt of proposals. Offers that allow less than ___90____ days for acceptance by ITP will be considered non-responsive and will be rejected.

14) PROPOSAL PRICE

(a) Proposal prices shall be submitted in the prescribed form. Prices submitted in any other form may be considered non-responsive and may be rejected.

(b) Proposal prices shall be based on F.O.B. ITP, Grand Rapids, Michigan. The price stated in any proposal submitted shall include all items of labor, materials, equipment, tools and other costs necessary to fully complete and deliver this Project pursuant to the specifications. It is the intention of these specifications to provide and require a complete Project of the type prescribed. Any item or items omitted from such specifications which are clearly necessary for the completion of such Project and its appurtenances shall be considered a portion of such Project although not directly specified or called for in these specifications.

15) TAX EXEMPTION

The ITP is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the bid or proposal prices. The ITP will provide necessary tax exemption certificates. This provision does not relieve the Contractor from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

16) DISCOUNTS

Prompt payment discounts will not be considered in the evaluation of proposals or bids. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the bidder. As an alternative to offering a prompt payment discount in conjunction with the offer, bidders awarded Contracts may include prompt payment discounts on individual invoices.
17) **PAYMENT TERMS**

ITP will make payment within thirty (30) days after delivery and final acceptance of the project. The Contractor may submit invoices to ITP prior to or upon delivery. Payment will not be made without an invoice.

18) **PROJECT COMPLETION DATE**

Bidders shall state in the bid or proposal the earliest possible date offered for completion of the Project. The date cannot exceed ___N.A.____ calendar days from the date of the Notice to Proceed with the Project.

19) **LATE PROPOSALS OR WITHDRAWAL OF PROPOSALS**

a) Any proposal received at the ITP offices designated in the solicitation after the time specified for receipt of proposals will not be considered and will be returned to the bidder unopened.

A proposal may be withdrawn in person by the bidder or their authorized representative, provided their identity is made known and a receipt is signed for the proposal, and only if the withdrawal is made prior to the time specified for receipt of proposals.

20) **DETERMINATION OF SUCCESSFUL PROPOSER**

In determining the successful proposer, consideration is given to the proposer's qualification, content of proposal, and financial proposal as described in the evaluation criteria. The Contract award for this Project will be made to the proposer making the best and most advantageous offer to ITP, price considered.

21) **BIDDER QUALIFICATIONS**

In order to be eligible for award, bidders must be responsive and responsible.

(a) Responsive offers are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Bids or proposals which do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

(b) Responsible bidders are those prospective Contractors who, at a minimum, must:

1) Have adequate financial resources, as required during performance of the Contract.

2) Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.

3) Have a satisfactory record of past performance.
4) Have necessary technical capability to perform.

5) Provide evidence satisfactory to ITP that the bidder will comply with the DBE requirements.

6) Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.

7) Are qualified as a manufacturer or regular dealer of the items being offered.

8) Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

All prospective bidders may be requested to submit written evidence verifying that they meet the minimum criteria necessary to be determined a responsible Contractor. Refusal to provide requested information may cause rejection of the bid or proposal.

---

22) ACCEPTANCE OF PROPOSAL

Each proposal shall be submitted with the understanding that the acceptance in writing by ITP of the offer to furnish any or all goods or services described therein shall bind the bidder on his part to furnish and deliver at the proposal price, in accordance with the conditions of said accepted proposal and specifications.

---

23) WITHHOLDING AWARD

This solicitation for bids or proposals does not commit ITP to award a contract, pay any costs incurred in preparation of bid or proposals in response to this solicitation, or to procure or contract for good or services. Bidder shall be responsible for all costs incurred as part of their participation in the pre-award process.

---

24) PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT

ITP reserves the right to postpone, accept, or reject any and all proposals in whole or in part, on such basis as the ITP Board deems to be in its best interest to do so, subject to the rules and regulations set forth by the U.S. Department of Transportation. Also, ITP reserves the right to accept an original offer or proposal without negotiation or without calling for a "best and final" offer.

---

25) USDOT/FTA CONCURRENCE FOR CONTRACT AWARD

The award of a Contract for this Project may be subject to review and concurrence by the U.S. Department of Transportation, Federal Transit Administration.
26) SINGLE BID RESPONSE

If only one (1) bid is received in response to the Invitation For Bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

27) DBE PARTICIPATION

In connection with the performance of this Contract, the successful bidder agrees to cooperate with ITP in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises (DBE). The policy and obligations for maximum utilization of DBE’s are herein set forth:

(a) Policy - It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or apart with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR, Part 26 apply to this Agreement.

(b) DBE Obligation - ITP or its Contractor agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, ITP or its Contractors shall take all necessary and reasonable steps in accordance with 49 CF, Part 26, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and to perform contracts. ITP and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Requirements and goals for Disadvantaged Business Enterprise participation in this Project are as follows:

A minimum of zero percent (0%) of the total contract price, as awarded, shall be established as a goal to be made available to certified DBE’s. Compliance with the percentage goal may be fulfilled by DBE’s performing as either:

1) A member of a joint venture as a prime contractor;
2) An approved subcontractor;
3) An owner-operator of equipment;
4) A renter of equipment to a prime contractor;
5) A firm manufacturing and supplying goods used in the project;
6) A firm supplying goods used in the project (when supplying goods, only 60 percent (60%) will be counted).

Prior to Contract award, the apparent successful bidder shall submit a written assurance of meeting the above goals and shall include names of DBE subcontractors, addresses of contact persons, a description of work to be performed and dollar values of each proposed DBE subcontract. This information shall be submitted on the attached “DBE Participation Form” furnished with this solicitation.
If the goals were not met, the bidder must demonstrate that sufficient good faith efforts were made to meet the DBE contract goals and shall document the steps he has taken to obtain DBE participation.

Failure to provide required documentation of good faith efforts may be reason for disqualification of the Bid / Proposal.

Bidders good faith efforts will include the following actions.

Soliciting through all reasonable and available means the interest of all certified DBE’s who have the capability to perform work under the contract. This shall include attendance at pre-bid meetings, advertising and /or written notices.

- The bidder shall allow sufficient time to allow the DBE’s to respond to the solicitation.
- Selecting portions of the work to be performed by DBE’s.
- Providing interested DBE’s with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Negotiations in good faith with interested DBE’s. It will be the responsibility of the bidder to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or materials consistent with the available DBE’s. Evidence of negotiations shall include the names, addresses, and telephone numbers of DBE’s that were considered and a description of the information provided regarding the plans and specifications for the work selected for subcontractors, and evidence as to why additional agreements could not be reached for DBE’s to perform the work.
- Not rejecting DBE’s as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- Efforts to assist interested DBE’s in obtaining bonding, lines of credit, or insurance as required.
- Efforts to assist interested DBE’s in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Use of services of available minority/women community organizations; minority/women contractors’ groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE’s.

The prime contractor agrees not to terminate for convenience a DBE subcontractor, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without ITP’s prior written consent. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor agrees to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated.

28) DEBARMENT AND SUSPENSION

Bidders shall complete and submit as part of their bid, the Certification of Primary Contractor Regarding Debarment, Suspension, And Other Responsibility Matters for all projects when the total aggregate value of the contract exceeds $25,000. The bidder shall also submit a list of subcontracts and subcontractors which will have a financial interest in this Project which exceeds $25,000 or will have a critical influence on or a substantive control over the Project. A Certification Of Lower-Tier Participants Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusions shall be submitted by the bidder to ITP for each listed subcontractor prior to contract award.
During the term of the Contract the successful bidder will be required to immediately notify ITP of
1) any potential subcontractor that is subject to this provision and to submit the appropriate
certification prior to award of a subcontract, 2) any information that its certification or
certification of its subcontractors was erroneous when submitted, 3) any information that
certifications have become erroneous by reason of changed circumstances.

29) LOBBYING CERTIFICATION

Bidders shall complete and submit as part of their bid the Certification of Restrictions on
Lobbying for all projects when the total aggregate value of the contract exceeds $100,000. The
Contractor shall also submit a list of subcontracts and subcontractors which will exceed
$100,000. A Certification of Restrictions on Lobbying shall be submitted by the bidder to ITP for
each listed subcontractor prior to contract award.

30) PRODUCT DESCRIPTION

Bids or proposals must be accompanied by a comprehensive description of bidder’s product.
This description shall include drawings, overall dimensions and photographs which show the
construction characteristics and explain the operation of the bidder’s product. The descriptive
literature shall also include information on design details, components, performance
characteristics, methods of manufacture and assembly. The descriptive literature is required for
the purpose of evaluation and award. Failure of the descriptive literature to show that the
product proposed conforms to the specifications and other requirements of this solicitation may
result in rejection of the bid or proposal. Additionally, failure to submit the descriptive literature
will require rejection of the bid or proposal. The quality of standard components not covered by
the language of these specifications will be a factor in determining an award. No advantage
shall be taken by the bidder or manufacturer in the omission of any part or detail which goes to
make the product complete and ready for service, even though such part is not mentioned in
this specification. All units or parts not specified shall be Contractor’s standard units or parts and
shall conform in materials, design and workmanship to the best practices known in the industry.
All parts will be new and in no case will used, reconditioned, or obsolete parts be accepted
without prior review and written acceptance by ITP.

31) DEMONSTRATION

Bidder may be requested to demonstrate to ITP the capability of their proposed product to
perform and function as herein called for by this specification. The demonstration shall be at no
expense to ITP in compliance with provisions outlined in the technical specifications contained
herein.

32) PAYMENT TERMS

(Not Applicable)

ITP will make payment in accordance with the following payment schedule, unless specified
elsewhere.
50% within 30 days of delivery
20% within 30 days of installation
30% within 30 days after acceptance
The Contractor shall submit invoices to ITP prior to or upon delivery. Payment will not be made without an invoice. Partial payments do not constitute acceptance.
10. CONTRACT PROVISIONS

EQUIPMENT AND SERVICES

1) DURATION OF CONTRACT
This Contract shall become effective on ___March 31, 2016___ and shall remain in effect through ___project completion____. This Contract may be extended for up to one year with the concurrence of both parties.

2) PROJECT STARTUP
The Contractor agrees to commence work on this Project immediately upon the signing of this Contract by both parties and the issuance of a Notice to Proceed by ITP

3) PROJECT COMPLETION (ITP Board)
This Project shall be completed ___N.A.__ days after execution of this Contract by both parties and issuance of a Notice to Proceed by ITP.

4) PROJECT COMPLETION (Notice to Proceed)
This Project shall be completed ___N.A.__ days after Contract award by the ITP Board.

5) CONTRACT AMOUNT AND PAYMENT (Lump Sum)
ITP agrees to pay and the Contractor agrees to accept as payment in full the amount of $ ___N.A.__

6) CONTRACT AMOUNT AND PAYMENT (Payment in Full)
ITP agrees to pay and the Contractor agrees to accept as payment in full the amounts shown in Exhibit __________, Payment Schedule.

7) CONTRACT AMOUNT AND PAYMENT (Payment Schedule)
ITP agrees to make payments for this Project in accordance with the Payment Schedule included as Exhibit __________. The Contractor agrees to accept these amounts as payment in full.
8) PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any progress payment or payments by ITP, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work of any portion thereof, and shall in no way lessen the ability of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Material, components or workmanship which does not conform to the instruction of these Contract requirements and specifications, or are not equal the samples submitted to and approved by ITP will be rejected and shall be replaced by the Contractor without delay.

9) LIQUIDATED DAMAGES
   (Not Applicable)

In the event of delay in the completion of deliveries of _________________________ beyond the _______ dates specified in the Contract and not subject to the Contract's Unavoidable Delay provision, ITP shall assess, as liquidated damages, $100.00 per calendar day. These damages shall be deducted from any monies due, or which may thereafter become due to the Contractor under this Contract. Further, the Contractor agrees that sums assessed as liquidated damages shall not be considered penalties but reflect the cost to ITP for ____________________________________________________________.

   (state basis for determining damages)

10) AGREEMENT CHANGES

Additions, deletions or modifications to this Agreement may be made only in accordance with a written agreement between the parties, signed on behalf of ITP by its Executive Director or the Project Manager.

11) DISPUTES

Except as otherwise provided in the Contract, any dispute concerning a question of fact arising under the Contract which is not disposed of by agreement shall be decided by the ITP Project Manager who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the ITP Project Manager shall be final, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute thereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with ITP Project Manager's decision. This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on a question of law.
11) **PATENT, TRADEMARK, COPYRIGHT, AND TRADE SECRET INFRINGEMENT**

The Contractor warrants that the goods and services do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold ITP, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Contract. ITP shall promptly notify the Contractor of any such claim. ITP makes no warranty that the production, sale or use of goods or services under this Contract will not give rise to any such claim and ITP shall not be liable to the Contractor for any such claim brought against the Contractor.

---

12) **INDEMNIFICATION**

The Contractor agrees to indemnify and hold ITP, its officers, agents, employees and/or trustees, harmless from and against any and all claims or causes of action brought against ITP and from any and all damages, losses, expenses, attorneys' fees, costs and liabilities sustained by ITP arising out of any claimed defect in the goods or services supplied by the Contractor, any claimed improper manufacture, design, design drawings, specifications, materials or repairs provided by the Contractor pursuant to the Contract, and any claim by a third party for patent, trademark, copyright, or trade secret infringement. The Contractor's obligation under this paragraph shall include the obligation to indemnify and hold ITP harmless for its own negligence whether active, passive or concurrent, in the performance of ITP's duties and obligations pursuant to the Contract.

---

13) **PATENT RIGHTS**

If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor shall notify ITP immediately and provide a detailed report. The rights and responsibilities of ITP, the Contractor, and FTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

---

14) **RIGHTS IN DATA**

The Contractor agrees to comply with the following provisions:

(a) The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.
(b) The following restrictions apply to all subject data first produced in the performance of this Agreement:

1. Except for its own internal use, ITP may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may ITP authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to Agreements with academic institutions.

2. As authorized by 49 CFR Part 18.34, the Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
   a) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
   b) Any rights of copyright to which ITP, sub-recipient, or a third party contractor purchases ownership with Federal assistance.
   c) When FTA provides assistance to ITP for a project involving planning, research, development, or a demonstration, it is FTA's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA determines otherwise, the recipient of FTA assistance to support planning, research, development, or a demonstration financed under the Federal Transit Act as amended, understands and agrees that, in addition to the rights set forth in paragraph (b)(2) of this Agreement, FTA may make available to any FTA recipient, sub-recipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that the Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in paragraph (a) of this Agreement and shall be delivered as the Government may direct. Paragraph (a) of the Agreement, however, does not apply to adaptations of automatic data processing equipment or programs for ITP's use which costs are financed with capital funds (Sections 3, 9, 16, 18, or 25 of the Federal Transit Act, as amended, or Title 23 capital funds).
   d) Unless prohibited by State law, ITP agrees to indemnify, save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by ITP of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. ITP shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.
   e) Nothing contained in this section shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

Paragraphs (2)b), (2)c), and (2)d) of this Agreement do not apply to material furnished to ITP by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by ITP at the time of delivery of such work.

15) COVENANT AGAINST GRATUITIES

The Contractor warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of ITP with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of Contract.
16) **ASSIGNABILITY**

The terms and provisions of the Contract documents shall be binding upon ITP and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. The rights and obligations of the Contractor under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without ITP's prior written consent. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval by ITP of the subcontractor.

ITP may assign its rights and obligations under the Contract to any successor to the rights and functions of ITP or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent ITP deems necessary or advisable under the circumstances.

17) **PRICE WARRANTY AND COMMISSIONS**

The price to be paid by ITP shall be that stated in this Contract which the Contractor warrants to be no higher than the Contractor's current prices on orders by others for goods similar to those covered by this Contract for similar quantities under similar conditions and methods of purchase. In the event the Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative at ITP's sole discretion, ITP may cancel this Contract without liability to the Contractor for breach. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, ITP shall have the right in addition to any other rights, to cancel this Contract without liability and to deduct from the Contract price or otherwise recover from the Contractor the full amount of such commission, percentage, brokerage or contingent fee.

18) **RECORD RETENTION**

During the course of the Project and for three (3) years thereafter, the Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as the Government may require. Reporting and record keeping requirements for governmental recipients are set forth in 49 CFR Part 18. Reporting and record keeping requirements for private nonprofit and for-profit recipients, are set forth in OMB Circular A-110. Project close out does not alter these requirements.

19) **CONTRACTOR’S LIABILITY INSURANCE**

The Contractor shall maintain such insurance as will protect it from claims under Workers’ Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any or all of which may arise out of or result from the Contractor’s operations under the Contract, or from any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than the limits specified below. ITP shall be named as
additionally insured in respect to all liability insurance policies. All policies shall contain an endorsement that written notice shall be given to ITP prior to termination, cancellation or reduction in coverage in the policy. Certificates of such insurance shall be filed with ITP prior to the start of the Contract.

(a) Worker’s compensation insurance shall be in the amount and coverage required by the State of Michigan to protect it from claims under the Worker’s Compensation Act and other employee benefit acts.

(b) General comprehensive liability insurance, including bodily injury and death, and property damage insurance in the minimum amount of $1,000,000 per occurrence.

Automobile liability and garage keepers liability, including bodily injury and property damage, insurance in the minimum amount of $2,000,000 per occurrence.

---

20) **UNAVOIDABLE DELAYS**

If delivery of completed Project under this Contract should be unavoidably delayed, the ITP Project Manager will extend the time for completion of the Contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonable expected to occur in connection with or during the Contractor’s performance; was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor’s suppliers or their agents; was substantial and in fact caused the Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

---

21) **NOTIFICATION OF DELAY**

The Contractor will notify the Project Manager as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay completion of this Project. Within five (5) working days, the Contractor will confirm such notice in writing, furnishing as much detail as is available.

---

22) **REQUEST FOR EXTENSION**

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the ITP Project Manager to make a decision on any request for extension. The ITP Project Manager will examine the request and any documents supplied by the Contractor and will determine if the Contractor is entitled to an extension and the duration of such extension. The ITP Project Manager will notify the Contractor of the decision in writing. It is expressly understood and agreed that the Contractor will not be entitled to damages or compensation, and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

---

23) **CONTRACTOR’S REPRESENTATIVE**

Prior to the start of Contract performance, the Contractor shall advise ITP in writing of the primary and alternate representatives (including phone numbers) who will have management responsibility for the total Contract effort to receive and act on technical matters and resolve problems of a contractual nature.
24) **INTERURBAN TRANSIT PARTNERSHIP’S REPRESENTATIVES**

Prior to the start of Contract performance, the ITP Project Manager will furnish a letter to the Contractor indicating the personnel who will represent ITP in the administration of this Contract to insure successful performance. Such letter shall include the specific duties of each individual and their limits of authority.

25) **INSTRUCTIONS BY UNAUTHORIZED THIRD PERSONS**

In accordance with the Contract Changes provision of the Contract, The ITP Project Manager or his/her authorized representative are the only persons authorized to make changes within the general scope of the Contract.

Any instructions, written or oral, given to the Contractor by someone other than the ITP Project Manager or his/her authorized representative, which are considered to be a change in the Contract, will not be considered as an authorized Contract Change. Any action on the part of the Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

26) **TERMINATION OF AGREEMENT**

This agreement may be terminated for reasons of convenience or default.

a) **Termination For Convenience:** ITP may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to or paid for by ITP, the Contractor will account for same, and dispose of it in the manner ITP directs.

b) **Termination For Default:** If the Contractor does not deliver the complete Project in accordance with this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, ITP may terminate, revoke or rescind this Agreement for default. Termination, revocation or rescission shall be effected by serving notice on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for the portions of the Project furnished, accepted, and found in compliance with the terms and conditions of this Agreement.

If it is later determined by ITP that the Contractor has an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of, or are beyond the control of the Contractor, ITP, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Termination, revocation or rescission of this Agreement for default shall not affect or impair any rights or claims of ITP to damages for breach of any covenants of this Agreement by the Contractor. Further, should the Contractor fail to comply with the conditions of the Agreement or fail to complete the specified work or furnish the specified services as stipulated in the Agreement, ITP reserves the right to purchase on the open market, or to complete the required work at the expense of the Contractor and to pursue all other recoveries available to ITP under Michigan law.

In the event of a dispute under this Agreement, ITP and the Contractor agree that proper venue for purposes of litigation shall be Kent County, Michigan.
27) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to receive any benefit therefrom.

28) DBE PARTICIPATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breech of this contract, which may result in the termination of this contract or such other remedy as ITP deems appropriate.

A minimum of zero percent of the total contract price, as awarded, shall be awarded to certified DBE's by the Contractor.

29) DEBARMENT AND SUSPENSION

The Contractor agrees to comply with U. S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of the bidder to submit the Certification Of Primary Contractor Regarding Debarment, Suspension, And Other Responsibility Matter for all projects when the total aggregate value of the Contract exceeds $25,000 and to submit a Certification Of Lower Tier Participation Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusions for each subcontractor which will have a financial interest in this Project which exceeds $25,000 or will have a critical influence on or a substantive control over the Project.

During the term of the Contract the Contractor agrees to immediately notify ITP of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

The Contractor shall submit with each request for payment a list of all subcontractors to this contract which have a financial interest in this Project which exceeds $25,000 or have had a critical influence on or substantive control over the Project and submit evidence that the appropriate certificate has been submitted and that they remain valid.

ITP will not make payment to the Contractor or a subcontractor which 1) does not comply with this contract provisions, or, 2) is not in compliance with the above-cited federal requirements.

30) ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

Environmental Protection. The Contractor agrees to comply with applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; section 14 of the Federal Transit Act, as amended, 49 USC app. §§ 1610; Council on Environmental Quality regulations, 40 CFR Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact
Air Quality. The Contractor agrees to comply with applicable requirements of EPA regulations, “Conformity To State Or Federal Implementation Plans Of Transportation Plan, Programs, And Project Developed, Funded Or Approved Under Title 23 USC Or The Federal Transit Act”, 40 CFR Part 51, Subpart T; and “Determining Conformity Of Federal Actions To State Or Federal Implementation Plans”, 40 CFR Part 93. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation and control measure incorporated in the Project. The Contractor agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project set forth in the SIP. EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Contractor should be aware that the following EPA regulations, among others, may apply to its Project: “Control Of Air Pollution From Motor Vehicles And Motor Vehicle Engines”, 40 CFR part 85; “Control Of Air Pollution From New And In-Use Motor Vehicles And New And In-Use Motor Vehicle Engines: Certification And Test Procedures”, 40 CFR Part 86; and “Fuel Economy Of Motor Vehicles”, 40 CFR Part 600.

Use Of Public Lands. No publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, State, or local significance may be used for the Project unless specific findings required by 49 USC § 303 are made by U.S. DOT. Historic Preservation. The Contractor agrees to assist the Government (FTA) to comply with section 106 of the National historic Preservation Act, 16 USC § 470f, involving historic and archaeological preservation by:

a) Consulting the State Historic Preservation Officer on the conduct of investigations, in accordance with Advisory Council on Historic Preservation regulations, “Protection of Historic And Cultural Properties”, 36 CFR Part 800, to identify properties and resources listed in or eligible for inclusion in the National Register Of Historic Places that may be affected by the Project, and notifying the Government (FTA) of the existence of any such properties; and,

b) Complying with all Federal requirements to avoid or mitigate adverse effects upon such properties.

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

Mitigation of Adverse Environmental Effects. Should the proposed Project cause adverse environmental effects, the Contractor agrees to take all reasonable steps to minimize such effects pursuant to 49 USC app. § 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. The Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 USC § 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in and made part of this Agreement by reference. As soon as the Government and the Contractor reach agreement on any mitigation measures that have been deferred, those measures will then be incorporated into this Agreement. Such mitigation measures may not be modified or withdrawn without the express written approval of the Government.
31) **LABOR PROVISIONS: NON-CONSTRUCTION CONTRACTS**

Pursuant to regulations set forth in 29 CFR, Part 5, the Contractor agrees to comply with applicable labor provisions for non-construction contracts. Requirements for compliance are as follows.

a) **Overtime Requirements:** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

b) **Violation; Liability For Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in Subparagraph (b)(1), 29 CFR, Section 5.5, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a Territory, to such District or such Territory) for liquidated damages. Such liquidated damages shall be computed with respect to each employed in violation of the clause set forth in Subparagraph (b)(1) of 29 CFR, Section 5.5, in the sum of $10 for each calendar day in which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in Subparagraph (b)(1) of 29 CFR, Section 5.5.

c) **Withholding For Unpaid Wages And Liquidated Damages:** FTA or ITP shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subparagraph (b)(2) of 29 CFR, Section 5.5.

d) **Subcontracts:** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Subparagraph (a) through (d) of this provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Subparagraphs (a) through (d) of this paragraph. Non-Construction Contracts: The requirements clauses contained in 29 CFR, Section 5.5 (b) or paragraphs (a) through (d), are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
32) **TITLE VI COMPLIANCE OF THE CIVIL RIGHTS ACT OF 1964**

The Contractor agrees to comply with, and assure the compliance by its subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 USC § 2000d; U.S. DOT regulations, “Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation -- Effectuation Of Title VI Of The Civil Rights Act”, 49 CFR Part 21.

33) **COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor warrants that it is and will remain in compliance with all federal, state, and local laws, regulations, and ordinances relating to the manufacture, sales, and delivery of the goods and services sold to ITP in connection with this Contract.

34) **NOTICE OF FEDERAL REQUIREMENTS**

The Contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date an Agreement was executed may be modified from time to time. The Contractor agrees that the changed requirements will apply to the Project as required. All standards or limits set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

35) **PROHIBITED INTEREST**

No ITP employee, officer, or agent, including any member of an evaluation committee for a ITP project, may participate in the selection, award, or administration of a ITP contract if a real or apparent conflict of interest would exist. Such a conflict would exist when any of the parties set forth below has a material financial or other interest in a firm selected for award:

- any employee, officer, or agent of ITP; any member of his/her immediate family;
- his/her partner; or an organization employing or about to employ any of the above.
- Any interest as owner or stockholder of one percent (1%) or less in such a firm shall not be deemed to be a material financial interest, but serving as Director, officer, consultant, or employee of such an organization would be deemed a material interest.

36) **AUDIT AND INSPECTION**

For contract awards not based on competitive bidding procedures as defined by the Secretary Of Transportation, the Contractor agrees to permit the Secretary Of Transportation and the Comptroller General of the United States, or their duly authorized representative, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

37) **EQUAL EMPLOYMENT OPPORTUNITY**

In implementing the Project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed, and
that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its third party contracts for Project implementation, except contracts for standard commercial supplies or raw materials and construction contracts, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

38) LOBBYING CERTIFICATION

During the term of this Contract the Contractor agrees to comply with the provisions of 31 USC section 1352, which prohibit the use of Federal funds for lobbying by any official or employee of any Federal agency, or member of employee of Congress; and requires the Contractor to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance. The Contractor agrees to comply with U.S. DOT regulations, "New Restrictions On Lobbying", 49 CFR Part 20 and include these requirements in any subcontract which exceeds $100,000.

The Contractor and all subcontractors in receipt of contracts exceeding $100,000 shall submit Standard Form LLL quarterly to ITP. The Contractor shall also submit with each request for payment 1) a list of each contractor and subcontractor that is subject to the Lobbying Certification, 2) certifications or evidence of certification for all subcontractors, 3) information regarding material changes in the previous certifications or disclosures, and, 4) Standard Form LLL or evidence that the form was previously submitted to ITP.

ITP will not make any payment to the Contractor or a subcontractor which 1) does not comply with this contract provisions, or, 2) is not in compliance with the above-cited federal requirements.

39) Americans With Disabilities Act

The Contractor agrees to and assures that any subcontractor under this Project complies with all applicable requirements of the Americans With Disabilities Act of 1990 (ADA), 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; section 16 of the Federal Transit Act, as amended, 40 USC app. § 1612; and the following regulations and any amendments thereto:

- U.S. Dot regulations, “Transportation Services For Individuals With Disabilities (ADA)”, 49 CFR Part 37;
- Department Of Justice (DOJ) regulations, “Nondiscrimination On The Basis Of Disability In State And Local Government Services”, 28 CFR Part 35;
- General Services Administration regulations, “Accommodations For The Physically Handicapped”, 41 CFR Subpart 101-19;
• Federal Communications Commission regulations, “Telecommunications Relay Services And Related Customer Premises Equipment For The Hearing And Speech Disabled”, 47 CFR Part 64, Subpart f; and,
• FTA regulations, “Transportation For Elderly And Handicapped Persons”, 49 CFR Part 609.

40) PRIVACY

The Contractor agrees:

a) To comply with the Privacy Act of 1974, 5 USC § 552a, and regulations thereunder, when performance under the Project involves the design, development, or operation of any system of records on individuals to be operated by the Recipient, its third party contractors, sub recipients, or their employees to accomplish a Government function;

b) To notify the Government when the Contractor, subcontractor, or their employees anticipate operating a system of records on behalf of the Government in order to implement the Project, if such system contains information about individuals retrievable by the individual’s name or other identifier assigned to the individual. A system of records subject to the Act may not be used in carrying out this Project until the necessary and applicable approval and publication requirements have been met. The Contractor, subcontractor, and their employees agree to correct, maintain, disseminate, and use such records as required by the Act, and to comply with all applicable terms of the Act;

c) To include in every solicitation and in every third party contract and sub-agreement when the performance of work under that proposed third party contract or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third party contract or sub-agreement to accomplish a Government function, a Privacy Act notification informing the third party contractor, or sub recipient that it will be required to design, develop, or operate a system of records on individuals to accomplish a Government function subject to the Privacy Act of 1974, 5 USC § 552a, and Federal agency regulations, and that a violation of the Act may involve the imposition of criminal penalties.

41) REMEDIES / BREACH OF CONTRACT

If the Contractor breaches any provision in this Contract, the Contractor agrees to reimburse ITP for all damages suffered, including but not limited to incidental, consequential and other damages, as well as lost profits. The remedies in this Contract shall be cumulative and in addition to any other remedies allowed to ITP under applicable law. No waiver by ITP of any breach or remedy shall be a waiver of any other breach or remedy.

42) DBE AND SBA SUBCONTRACTOR’S PAYMENT & REPORTING REQUIREMENTS

A) Prompt Payment
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from ITP. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ITP. This clause applies to both DBE and non-DBE subcontractors.
B) Contractor Reporting Requirements
The prime contractor agrees to count only the value of the work actually performed by the DBE firm toward its overall DBE goal. When a DBE performs as a participant in a joint venture, the prime contractor agrees to count the portion of the work of the contract that the DBE performs with its own forces toward its DBE goal only if the DBE is performing a commercially useful function of the contract. The factors listed in 49 CFR Part 26 will be used to determine whether a DBE trucking firm is performing a commercially useful function. The prime contractor understands that expenditures with DBEs for materials or supplies toward DBE goals will be counted according to the factors listed in 49 CFR Part 26. The prime contractor agrees to meet with the ITP DBE Liaison Officer for the purpose of verifying contractor reporting requirements prior to the signing of a contract.

C) Legal and Contract Remedies
The prime contractor agrees to report quarterly to the ITP DBE Liaison Officer on all payments made to DBE subcontractors. Further, the contractor shall provide all copies of canceled checks made to DBE subcontractors showing proof of actual payment. The prime contractor understands that failure to report quarterly to the ITP DBE Liaison Officer may result in the termination of this contract or such other remedy as ITP deems appropriate.

The prime contractor understands that ITP will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment of Program Fraud or Civil Penalties rules) provided in 26.109. The prime contractor understands that ITP will consider similar action under their own legal authorities, including responsibility determinations in future contracts.

43) OSHA REQUIREMENTS

The Contractor expressly warrants that all materials, supplies, and equipment provided under this Contract are provided in full compliance with the Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders issued pursuant thereto, and all other federal and state safety and health statutes. All sales of hazardous materials as defined in Title 29 of the cost of Federal Regulation, Chapter VII, parts 1501-1503, shall be accompanied by a completed U.S. Department of Labor "Materials Safety Data Sheet", Form OHFA-20 by the Contractor for each good sold to ITP.

44) CARGO PREFERENCE

Pursuant to 46 CFR, Part 381, the Contractor agrees:

a) To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to 46 CFR, Part 381, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

To furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean Bill-Of-Lading in English for each shipment of cargo described in paragraph (a) above to
ITP (through the prime Contractor in the case of subcontractor Bills-Of-Lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street SW, Washington, DC, 20590, marked with appropriate identification of the Project.

To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

45) BUY AMERICA


46) CHANGE ORDERS

ITP's Project Manager, at any time by written order and without notice to the sureties, may make changes within the general scope of this Contract in (i) drawings, designs or specifications where the supplies to be furnished are to be specially manufactured for ITP in accordance therewith; (ii) method of shipment of packing; (iii) place of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modifications of the Contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that ITP's Project Manager, if he decides that the facts justify the action, may receive and act upon any such claim. Nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

47) PRODUCT WARRANTY

The Contractor expressly warrants that the goods provided under this Contract shall conform to all specifications, drawings, and other descriptions of the goods made by the Contractor or contained in specifications furnished to the Contractor by ITP, and shall be free from all defects in material, design and workmanship. The Contractor also expressly warrants that the goods are merchantable and fit for the particular purpose intended by ITP. The warranties of the Contractor contained in this Contract extend to future performance of the goods sold under this Contract. The Contractor further agrees not to attempt to limit or to exclude any remedies for damages, whether incidental, consequential or otherwise.

48) WARRANTY AND GUARANTEE

The Contractor hereby warrants to ITP that all of the equipment furnished under the procurement shall be free from defects in material and workmanship under normal operating use and service. The Contractor shall provide such a Warranty beginning at the time of final acceptance of the system and continuing for a period of one (1) year on all equipment. The Warranty shall cover all parts and labor costs during the Warranty period. The remedial work to correct any of the potential deficiencies shall include the repair or replacement, at the Contractor's option, of equipment, components, devices and/or material. It is expressly
understood that this Warranty covers all parts and labor costs necessary and that all cost for the necessary labor and material during the Warranty period shall be borne by the Contractor and not by ITP except as provided for herein.

The Contractor also agrees to provide all labor and material to replace, during the period of this Warranty, without expense to ITP, any and all parts which may be damaged due to defects in, or failure of such parts or of any other part or parts of the equipment furnished under the procurement. ITP shall maintain the equipment in accordance with the Contractor's instructions in order to maintain this Warranty, and the Contractor shall be responsible for all shipping charges.

Contractor shall be solely responsible for all materials and workmanship, including all specialties and accessories, whether manufactured by it or others, used in the equipment and for adequate installation and connection of all equipment, accessories, specialties and components. Under no conditions shall Contractor delegate this responsibility to suppliers or other sources.

Any apparatus, device or material which, in the sole opinion of ITP, requires excessive service during its operation, shall be brought to the attention of the Contractor by ITP at the conclusion of the first year but prior to the expiration of the Warranty. The Contractor shall be required to repair or replace the apparatus, device or material (at his or her determination of the problem and its cause) at no expense to ITP. Should a "class failure" be involved, the Contractor may be required by ITP to extend the Warranty on that item until the requirement for excessive service is eliminated. Excessive service is defined as three (3) failures (an event or failure of a given device and/or component in a unit or units which renders the unit or units inoperative and/or unsuitable for the intended purpose) or malfunctions (an event or failure of a given device and/or component in a unit or units which causes a degraded performance of the equipment, but does not render the equipment inoperative) during the Warranty period. A "class failure" is a failure of a given component and/or device in five percent (5%) of the equipment provided during the Warranty period. The determination of a "class failure" shall be by ITP and shall assume that all equipment within its respective category has these defects and shall ultimately experience these same failures.

In the event the Contractor fails to comply within ten (10) working days to a request by ITP to repair, replace or correct damaged or defective work, materials, specialties, equipment and accessories, ITP shall, upon written notice to the Contractor, have authority to deduct the cost of labor and material incurred by ITP itself in making such repairs from any compensation due or to become due the Contractor. In the event the Contractor has been paid, the Contractor agrees to reimburse ITP for the cost thereof. It is understood, however, that the said Warranty or Guarantee will not apply to any equipment which has been repaired or altered without the knowledge or consent of the Contractor and which repair or altering affected its stability and/or reliability; nor will said Warranty or Guarantee apply if the equipment has been subjected to other than normal use under conditions which prevail in ITP service. The burden of proof for any negligence on the part of ITP shall rest with the Contractor. Temperature, humidity, bus vibration and ambient electric conditions shall be considered normal operating conditions for this equipment. The Warranty shall not cover the replacement and maintenance items (such as light bulbs) made in connection with normal maintenance service.

Labor costs for ITP to diagnose and to exchange faulty components, subassemblies or equipment and the shipping costs to return such items to a service location nominated by the Contractor for repair or replacement as provided for herein shall be at the expense of the
Contractor. The shipping costs, including packing and insurance, to ship repaired or replaced items to ITP shall be at the expense of the Contractor.

Contractor guarantees that a stock of replacement parts for the equipment and all components thereof, will be available for a period of not less the fifteen (15) years after the date of acceptance of the completed system under this Contract by ITP.

The above Warranties are in addition to any statutory implied Warranties or Remedies imposed on the Contractor.

49) INTERCHANGEABILITY

All units and components procured under this Contract, whether provided by suppliers or manufactured by the Contractor shall be duplicates in design, manufacture and installation to assure interchangeability among items in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the unit.

50) TITLE

Title to goods acquired by ITP under this Contract shall pass to ITP when such goods are delivered, installed and accepted by ITP. The Contractor shall bear all risk of loss until passage of title, or adequate documents for securing title shall be provided to ITP by the Contractor.

51) INSPECTION

(a) ITP reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing or installation process; provided, however, it is under no duty to make such inspection, and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, Contract requirements and specifications.

Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of ITP notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this Contract and its specifications.

52) PREAWARD/POSTDELIVERY AUDIT

The Contractor shall comply with any regulations that may be issued to implement section 12(j) of the Federal Transit Act, 49 USC app. § 1608(j), and Federal Regulation 49 CFR, Part 663.

53) BUS TESTING

The Contractor shall comply with the bus testing requirements as set forth in section 12(h) of the Federal Transit Act, 49 USC app. § 1608(h), and any implementing regulations that may be issued thereunder.
54) **ASSUMPTION OF RISK OF LOSS**

ITP shall assume risk of loss of the vehicle after delivery to its facility. Prior to this delivery or release, the Contractor shall have risk of loss of the vehicle, including any damages sustained during the common carrier drive-away operation. Drivers shall keep a maintenance log enroute and it shall be delivered to ITP with the vehicle.

55) **THE MICHIGAN IRAN ECONOMIC SANCTIONS ACT, 2012 P.A. 517**

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that is not an “Iran linked business” as that term is defined in the Act.
11. **FEDERAL CERTIFICATES**
DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. **DBE Firm Name:**
   __________________________________________
   **Address:**
   __________________________________________
   __________________________________________

2. **Dollar amount awarded:**
   __________________________________________

3. **Description of work to be performed:**
   __________________________________________
   __________________________________________
   __________________________________________

4. **CONTRACTOR’S COMMITMENT TO USE DBE FIRM**
   ____________________________ is committed to utilize the DBE contractor to utilize
   (Name of Contractor)
   the above named DBE subcontractor/supplier in the manner and amount described on this
   form.
   Dated ____________________________
   ____________________________
   (Authorized Signature)

5. **DBE’S COMMITMENT TO PARTICIPATE**
   ____________________________, as a DBE firm, is committed to perform the work
   (Name of subcontractor/supplier)
   as described above for the amount specified.
   Dated ____________________________
   ____________________________
   (Authorized Signature)

6. **NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.**
   ____________________________, has no subcontractor opportunities available for work
   (Name of subcontractor/supplier)
   to be performed.
   Dated ____________________________
   ____________________________
DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. **DBE Firm Name:**
   
   Sub contractor name and address

   **Address:**

2. **Dollar amount awarded:**

3. **Description of work to be performed:**

   Work description.

4. **CONTRACTOR’S COMMITMENT TO USE DBE FIRM**
   
   Prime contractor fills out.

   (Name of Contractor) is committed to utilize the DBE contractor to utilize the above named DBE subcontractor/supplier in the manner and amount described on this form.

   Dated ________________

   (Authorized Signature)

5. **DBE’S COMMITMENT TO PARTICIPATE**
   
   Sub contractor fills out.

   (Name of subcontractor/supplier), as a DBE firm, is committed to perform the work as described above for the amount specified.

   Dated ________________

   (Authorized Signature)

6. **NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.**
   
   Prime contractor fills out.

   (Name of subcontractor/supplier), has no subcontractor opportunities available for work to be performed.

   Dated ________________

   (Authorized Signature)
CERTIFICATION OF PRIMARY CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Contractor, _________________________, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offense enumerated in paragraph (2) of this certification; and

4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above named Primary Contractor is unable to certify to any of the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

The Primary Contractor, _________________________, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801 et seq. are applicable thereto.

________________________________
Signature and Title of Authorized Official
CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (Subcontractor to the Primary Contractor), ____________________________, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The Lower-Tier participant (Subcontractor), ____________________________, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31. U.S.C. Sections 3801 et seq. are applicable thereto.

__________________________________
Signature and Title of Authorized Official
BUY AMERICA CERTIFICATE

Pursuant to Section 165 of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, FTA regulations at 49 CFR, Part 661, and at 49 CFR, Part 663, and guidance issued by FTA, all bidders shall submit the following certificate with their bid or proposal. Failure to submit this certificate will automatically disqualify the bidder from consideration of a Contract award for this Project. An exemption from the "Buy America" requirements may be sought by ITP if grounds for an exemption exist.

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it will comply with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR, Part 661.11

DATED:

COMPANY:

SIGNATURE:

TITLE:

CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(b)(3)

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

DATED:

COMPANY:

SIGNATURE:

TITLE:
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, ____________________, ____________________, hereby certify on behalf of ________________________________ that:

   (Firm)

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure.

Dated ____________________
   ________________________________
      (Name)

   ________________________________
      (Title)

   ________________________________
      (Firm)
12: PROPOSAL REQUIREMENTS

Proposing firms shall include the following information, at a minimum, in their proposal and shall organize their proposal in the same order as the items are listed below.

COVER LETTER

The proposal must include a cover letter that identifies the proposing firm/organization, mailing address, contact person, and telephone number. The cover letter must acknowledge the receipt of all addenda issued to the Request For Proposal (RFP), and be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm/organization.

FIRM AND STAFF QUALIFICATIONS

Please prepare a statement of qualifications for this project, which addresses the following:

The proposal shall include a general description of the firm and its background as it relates to this project.

a) Your knowledge and understanding of the project.

b) Qualifications of proposed project staff relative to job criteria in Section 1.

c) Representative projects demonstrating experience with similar projects in the area.

d) References including client name, address, contact person, and telephone number. References should be for similar or related projects on which key staff that are proposed for this project have worked.

e) Participation in professional societies

FINANCIAL PROPOSAL

Budgets should otherwise conform to the requirements of the FTA for third-party contracts.

A) Fully loaded rate schedule for the various personnel to be used on the project. Rate schedule should also contain number of hours per staff person such that multiplying the number of hours by category times the appropriate rate will provide us with the total cost to perform the project (less incidentals such as: copying, travel, meals, printing, etc.)

B) Any other information available to show pricing methods.
Proposed rate and costs will be used in the negotiation of fees and shall remain in effect through the length of the contract, except such rates may be adjusted when additional work beyond the original authorization is being negotiated; provided, any increases in rates shall not exceed increases in the Consumer Price Index since the date of the proposal.

FIRM CERTIFICATION

The following items shall be completed and submitted as part of the proposal. Compliance with these requirements is mandatory for contract award.

- ATTACHMENT 1 – DBE Participation Form
- ATTACHMENT 2 – Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- ATTACHMENT 3 – Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
- ATTACHMENT 4 – Certification of Restrictions on Lobbying
13 PROPOSAL EVALUATIONS

Proposals will be evaluated according to Qualifications, Technical Approach, Price and Work Schedule. These criteria will be weighted and are listed in Section 4.1 in descending order of importance.

SELECTION CRITERIA

The Rapid will select vendors for further consideration based on the following selection criteria (in relative order of importance):

- Ability to meet The Rapid’s critical and unique functional requirements
- Strength and experience of proposer and project team
- Service/Responsiveness/Technical Support delivered by vendor
- Technical requirements, including degree of integration to existing systems at the Rapid as well as implementation plan.
- Long-term viability and vision of the vendor and product
- Cost (of software, implementation and on-going support)
- References

FIRM CERTIFICATION – MANDATORY BUT NOT TO BE SCORED

- ATTACHMENT 1
- ATTACHMENT 2
- ATTACHMENT 3
- ATTACHMENT 4
APPENDIX A: PRICE PROPOSAL FORM

See attached spreadsheet with price proposal form.
APPENDIX B: COMPLIANCE MATRIX

See attached spreadsheet with compliance matrix.