



REQUEST FOR PROPOSAL

Allegan County
Transportation Department
3283 -122nd Ave
Allegan, MI 49010

Transit AVL – MDC system

BID PROPOSAL # 10128

Bid Proposal Deadline: February 24, 2012 @ 3:00pm
Bid Proposal Opening: February 24, 2012 @ 4:00pm

REQUEST FOR PROPOSAL Transit AVL – MDC project

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I. Allegan County Invitation to Bid Package Instructions to Bidders

Notice to Bidders

Sealed bids will be received until the time and the place and for the product(s) or service(s) as listed on the PROPOSAL-CONTRACT form attached and as further specified. These bids will be publicly opened at the Allegan County Courthouse or other designated area, in the presence of bidders (attendance is optional) and County officials. After tabulation and review and when required, bids will be presented to the County Commissioners for award of contract. The County reserves the right to review all bids submitted for a period of 30 days after the date of bid opening.

How to Submit a Proposal

All bids shall be submitted in *sealed envelopes*, mailed or delivered to: County of Allegan, Attention: Purchasing Analyst, 3283 122nd Avenue, Allegan, MI 49010, and plainly marked on the outside with ***bid proposal number, identification of item being bid and date of bid proposal opening***. It will be the sole responsibility of the bidder to ensure that the proposal reaches the location where bids are to be sent before the closing hour and date shown on the enclosed PROPOSAL-CONTRACT form.

Purpose of Bid

The County of Allegan intends to secure a source of supply for the product(s) and service(s) at the lowest price; early and satisfactory manufacture; and prompt and convenient shipment and service by the supplier to the County. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

Examination of Contract Documents and Existing Conditions

Before submitting a proposal, bidders should carefully examine the entire Contract Document, including the specifications, and by the submission of a bid, the bidder will be understood to have read and be fully informed as to the contents of all of the bidding documents. Bidders should especially note any state or federal regulations and/or requirements in bids involving funds from respective agencies and be prepared to adhere to those requirements.

Should a bidder find any discrepancies, omissions, ambiguities, or conflicts among the contract documents, or be in doubt about their meaning, they should bring such questions to the attention of the County Finance Director no later than five (5) business days prior to the date bids are due. The County Finance Director will review the questions and, where information sought is not already indicated or specified, there will be a clarifying "Notice to Bidders," which will become part of the Bid Documents. Neither the County nor the County Finance Director will be responsible for any oral instructions.

Rejection of Bids

The County reserves the right to reject any and all bids or to accept the bid or any part thereof which is determined to best serve the needs of the County and to waive any informalities or irregularities in the bids. While cost is a factor in any bid award, it is not the only factor and may not be the determining factor.

Quantities

The quantities or usage shown are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the County as to the total amount that may be or may not be purchased from any resulting contracts. These quantities are for bidder(s) information only and will be used for tabulation and presentation of bid and the County reserves the right to increase or decrease quantities as required.

Bidding on Equivalent Products

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is the purpose of establishing a grade or quality of material only. Since the County does not wish to rule out other competition and equal brands or makes, the phrase **or approved equal** is added. However, if a product other than those specified is bid, it is the bidder's responsibility to name such a product within the bid, and to prove to the County that said product is equal to that specified and to submit brochures, samples, and/or other specification in detail on the item(s) bid. The County shall be the sole judge concerning the merits of bids submitted.

Trade Discounts and Price Variances

Bids on individual items must include unit prices, as well as total price. Where a variance exists on the bid form between the unit price and the extension or whenever other discrepancies are noted between prices on the bid form and prices quoted elsewhere in the bid package, the unit price quoted on the bid form shall prevail. The County will also consider trade discounts and other pricing features in each individual bid prior to determining the successful bidder.

Submissions

Bidders must submit two (2) copies of PROPOSAL-CONTRACT forms.

- A. Unless otherwise specified, bidders must use PROPOSAL-CONTRACT forms furnished by the County. Failure to do so may cause a bid to be rejected. Removal of any part of the bid proposal may invalidate the bid.
- B. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in longhand, in ink, by the principal authorized to make contracts. All quotations shall be typewritten or filled in with pen and ink.

Descriptive Data

Bidders must enclose with their bid forms data sheets, specifications, catalogs or literature completely describing the equipment, product or service to be furnished.

Equal Opportunity Clause

Bidders must verify with their bid that they are an Equal Opportunity Employer.

Assignment of Contract

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to same, or any part thereof, without previous consent in writing from the County Administrator, endorsed on or attached to the Contract.

Service and Parts

Bidders must be prepared to submit evidence to the County, in addition to that required in the attached specifications, that qualified personnel and adequate parts inventory are available to maintain all bid equipment in effective operation.

Guarantees/Warranties

Bidders must indicate the full guarantees and/or warranties prevailing on all equipment, parts and labor.

Delivery and/or Completion

Bidders shall indicate delivery or completion date of product(s) or service(s). These dates may be taken into consideration in making the award. Penalties imposed upon the County for late performance, shall be the responsibility of the vendor.

Contract Performance and Payment Bond

When a construction contract that exceeds \$50,000 is awarded, the following bonds or security may be required and shall become binding on the parties upon the execution of the contract:

- (a) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the price specified in the contract; and
- (b) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bonds shall be an amount equal to 100% of the price specified in the contract.

Nothing herein shall prevent the requirement of such bonds on construction contracts under \$50,000 when the circumstances warrant.

Manuals, Instructions, etc.

Successful bidder must deliver with the product two (2) copies each of operation, shop and parts manual; instructions and schematics pertaining to the equipment or product to be furnished by the County.

Samples and/or Demonstrations

Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be finished after the date of bid opening only upon request of the County unless otherwise stated in the Bid Documents.

Quality

All materials used for the manufacture or construction of any item(s) covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade of workmanship, unless the option to include supplemental proposals for pre-owned, or demonstrator equipment or materials has been specified by the County.

Default Provision

In case of default by the bidder or contractor, the County of Allegan may procure the products or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

Compliance with Law

All goods or equipment bid shall comply with all applicable Federal, State, and local laws relative thereto including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). The successful bidder shall defend actions or claims brought and hold harmless the County from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law in the design or manufacturing of equipment and/or material.

Royalties and Patents

The successful bidder shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the bidder unless otherwise specifically stipulated in the Contract Document.

Inspection Expenses

Should it be required that County personnel travel outside of the County to inspect product(s) or equipment, all expenses covering such travel shall be at the expense of the bidder.

Liability Insurance

The successful bidder must carry Public Liability Insurance with limits of at least \$500,000/\$1,000,000 to protect the County of Allegan, and said bidder shall comply with the requirements of all Federal and State Laws and Regulations relating to Social Security, Unemployment Insurance and Workmen's Compensation so that the County of Allegan will not be liable in any way for any claim evolving from said work in carrying out the contract.

Delivery Provisions

Bid price is to be based upon the delivery terms of Free on Board, 3283 122nd Ave., Allegan, Michigan. Title to the purchased goods does not pass until the item(s) is received by the County.

Withdrawal of Bids

A written request for the withdrawal of a bid or any part thereof will be granted if the request is received by the County Administrator prior to the specified time of opening. Formal bids, amendments thereto, or requests for withdrawal of bids received by the County Finance Director after time specified for bid opening will not be considered.

Failure to Quote

If you do not choose to submit a bid, please return bidding documents, state reason thereon, and request that your name be retained on our bidders list. Failure to respond may result in your firm's removal from our bid mailing list.

Taxes

The County of Allegan is exempt from Federal Excise Tax and Michigan Sales Tax and same shall not be charged to the County.

Hold Harmless Agreement

The successful bidder shall agree to save and hold harmless and defend the County of Allegan from and against any or all claims, demands, suits and liability for death or injury to any person or damage to or loss of property, which injury, loss or damage is caused by or arises out of the execution of this contract of agreement.

Freedom of Information Act

Information submitted in this proposal is subject to the Michigan Freedom of Information Act and may not be held in confidence after the proposals are opened. All proposals shall be available for review after County staff has evaluated them.

Endorsement Prohibition

The successful bidder is specifically denied the right of using in any form or medium the name of Allegan County, supportive documentation or photographs of County projects, facilities, equipment or employees for public advertising unless express permission is granted by the Allegan County Board of Commissioners.

Further Information or Clarification

Should prospective bidders require further information or clarification, contact the County Purchasing Analyst at Finance-Purchasing@allegancounty.org.

Allegan County
PROPOSAL CONTRACT

Bid Proposal Number	10128
Item Being Proposed	Transit AVL – MDC system
Date of Bid Proposal Opening	February 24, 2012 @ 4:00pm

Product(s) or Service(s) Required:

See attachment "A"

BIDS MUST BE SUBMITTED ON OR BEFORE February 24, 2012 @ 3:00pm.

*Eastern Standard Time or Eastern Standard Daylight Savings Time, as applicable. The official time shall be recorded in the County Administrator's office. It will be the sole responsibility of the bidder to ensure that their proposal reaches the office of the County Administrator on or before closing hour and date shown above.

The Legal Notice, Invitation-to-Bid, Instruction to Bidders, Specifications, and/or any other pertinent documents form a part of the proposal and are made a part hereof.

Anti-Collusion Statement: The below signed bidder has not divulged to, discussed or compared its bid with other bidders and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. (Note: No premiums, rebates or gratuities to employees or officials of the County are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in cancellation and/or return of the item(s), as applicable, and removal from Bid List(s)).

Allegan County Administrator: We (I), the below signed, hereby agree to furnish the following product(s) or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the Specifications and fully understand what is required. By submitting this signed Proposal-Contract, we (I) officially accept a Contract if approved by the Board of Commissioners and such acceptance covers all terms, conditions and specifications of this Proposal-Contract; and we (I) hereby agree that we (I) will make available for audit to appropriate County officials any applicable records pertinent to a resulting order and/or Contract for verification of pricing per terms of purchase agreement.

All prices to be quoted F.O.B. Allegan County, Michigan (Delivered at the applicable County address indicated in bidding document and/or purchase order).

We (I) propose to furnish the following to Allegan County, Michigan. (Full description and price – attach separate sheet if necessary).

Variance: State any variances to the specifications, terms and/or conditions in this space or reference herein all variances contained on other pages of this proposal form or in any bid attachment. Failure to do so may be cause for rejection of bid, or if order is executed, material and/or services provided which do not comply will not be accepted. If no statement is contained in the above space, it is hereby implied that your bid complies with the full scope of this bid invitation. (Variances may be outlined on a separate sheet to be attached to this Proposal-Contract form.)

Bid is firm for acceptance within _____ days after bid opening (minimum of 30 days).

Completion of Delivery: _____ calendar days after receipt of Purchase Order.

Guarantee or Warranty:

Proposal-Contract Submitted by:

Company/Address: _____

Telephone: _____

Signature: _____

Title: _____

E-Mail Address: _____

**II. ATTACHMENT “A”
Specifications**

Bid Proposal Number	10128
Item Being Proposed	Transit AVL – MDC system
Date of Bid Proposal Opening	February 24, 2012 @ 4:00pm

1.0 INTRODUCTION:

Allegan County Transportation (ACT) operates reservation and demand response services and wishes to implement mobile data communications and automated vehicle location technologies. The AVL-MDC solution should allow ACT to move towards paperless manifests, be able to send and collect trip information, easily view drivers in real time and provide navigational information.

To enable optimum results the vendor will need to 1.) Provide a seamless integration to the existing RouteMatch system, 2.) Add four (4) RouteMatch vehicle licenses and 3.) Provide software upgrade from computer assisted to a fully automated solution with route optimization. ACT currently uses RouteMatch PM

The Service area is the County of Allegan, but ACT does provided limited services out of county. These routes provide service to area agencies, shopping centers, the downtown business districts, recreation and senior centers, medical centers, and major employers.

ACT’s current fleet of 28 vehicles consists of 21 paratransit buses, 5 ADA mini-vans, 1 Ford expedition, 1 high top ADA fullsized van. Only 26 vehicles will be initially equipped with mounting hardware for MDCs/AVL solution.

ACT is requesting proposals from qualified vendors to provide implementation and support services for a proposed computer-aided dispatching, automated vehicle location, and management system as well as install a mobile data system to the paratransit fleet.

2.0 SCOPE OF BID:

2.1 Project Summary

ACT is currently using RouteMatch PM™, a computer-assisted paratransit scheduling, routing, and business operations software solution. For more information on RouteMatch PM™ or RouteMatch TS™, vendors should contact:

Brian Corcoran, RouteMatch Software, Inc.
Phone: (404) 253-7836
Email: brian.corcoran@routematch.com

To complete the integration between RouteMatch software and the proposed AVL/MDC in-vehicle devices, mobile data vendors will be required to supply the RouteMatch AVL/MDC Interface Module as part of the proposal. Mobile data

vendors capable of meeting the specification outlined in this RFP, should contact RouteMatch directly if they have any technical questions regarding its software product offerings, or to obtain pricing for the RouteMatch AVL/MDC Interface Module.

ACT hardware configuration requirements for this project:

1. Installation on all 21 buses currently in fleet
2. Installation on all 5 ADA Vans

ACT's will select a wireless data service provider yet to be determined and will provide that contact information to the vendor upon award of the project.

ACT's contacts for the technical aspects of this project are:

Dan Wedge, Transportation Director
Phone: 269-686-4529
Email: dwedge@allegancounty.org

Steve Sedore, Information Services Director
Phone: 269-673-0470
Email: ssedore@allegancounty.org

3.0 REQUIREMENTS:

This RFP is seeking potential bidders to outline a proposal to complete the following systems:

3.1 Required Components

- 3.1.1 A Mobile Data Computer solution with AVL capabilities for installation on 26 transit vehicles in our fleet, including all necessary software, mounting hardware and middleware for the paratransit systems. Must interface with RouteMatch existing paratransit scheduling system.
- 3.1.2 Upgrade software from computer assisted to a fully automated solution with route optimization. Currently ACT has RouteMatch PM (computer assisted) need functionality equal to RouteMatch TS (Fully automated with route optimization)
- 3.1.3 Provide four (4) additional RouteMatch vehicle licenses for a total of 26 transit vehicles. (currently have license for 22)
- 3.1.4 Provide training on use of software and all installed equipment.

- 3.1.5 Provide software maintenance and support. Propose both one (1) year and optional three (3) years of support.

3.2 Vendor Qualifications

Provide an Overview of Your Firm's Qualifications

- a. Number of years that vendor has provided mobile data/AVL systems and expertise and its capabilities and expertise
- b. Location and size of vendor's corporate headquarters, including its corporate structure, number of departments and number of in-house employees
- c. List of other transit systems that the vendor has installed mobile data / AVL systems within the last 3 years with a minimum of five (5) clients
- d. The vendor should provide no less than five (5) clients references for projects that combine mobile data / AVL technology with the routing and scheduling system (host software application) being utilized by ACT.
- e. Work Plan - Supply the County with a detailed work plan including:
 - The implementation of the software upgrade.
 - Describe the plan for equipment installation.
 - The manner in which the on site management will be provided.
 - A statement of the proposed plan for training employees and any required training of ongoing employees.
 - Describe the company's approach to customer service.
 - Timeline chart of implementation.

3.3 Proposed Mobile Data System Configuration

3.3.1 General Requirements

Mobile Data Computers are required for all demand response vehicles, to support text messaging between central dispatch and vehicle operator, for manifest acquisition, to automate or semi-automate data collection, to provide security enhancements as described below, and other functions as described.

3.3.2 Portability

Mobile Data Computers must be portable and easily removed from the vehicle for overnight storage, to perform pre-and-post inspections and to utilize the devices built-in camera to create incident reports.

- 3.3.3 **Software Compatibility**
Mobile Data Computer must be compatible with readily-available off-the-shelf operating software.
- 3.3.4 **Replacement Availability**
Mobile Data Computer must be readily available in local commercial retail outlets for ease-of-repair/replacement needs.
- 3.3.5 **Log-In**
Once the MDC is powered up, it should automatically display a driver log-on form screen requesting the driver's identification number and should indicate the vehicle's current odometer. By successfully logging on the driver should automatically indicate through the MDC's that he or she is available to receive and transmit messages.
- 3.3.6 **Manifest**
The MDC should allow the driver to scroll through the manifest up to the maximum number of transmitted trips as determined by the transit operator. Manifest should provide the driver with detailed information about each stop.
- 3.3.7 **Stop Operations**
Mobile Data Computer must be able to record a pickup, riders boarding and departure. Driver will be able to flag a no-show if necessary, record any attendants or additional riders and input fare data if applicable. Mobile Data Computer must also be able to record a dropoff, rider deboarding and departure. The MDC should automatically record odometer readings throughout daily service based upon GPS positioning.
- 3.3.8 **Data Messaging**
The following section describes the types of messages that the transit operator is likely to be transmitting between the host application and the mobile data terminals.

The vendor should be able to comply with the following minimum messaging requirements:

- Trip Messages
- Driver Log On
- Driver Log Off
- Pick Up Site Arrival
- Pick Up Site Departure
- Drop Off Site Arrival
- Drop Off Site Departure

- Rider Boarding
- Rider Alighting
- Rider Call Out (Flag Stop)
- Rider No Show
- Rider Door Cancellation
- Rider Not Ready – Will Call
- Coded Messages
- Emergency Message

Each message should contain data appropriate to that message (i.e. the vehicle odometer reading, GPS latitude and longitude, and time/date stamp). The driver must be able to acknowledge incoming messages (as deemed necessary).

3.3.9 Navigation

Mobile Data Computer must have an integrated mapping and turn-by-turn navigation functionality using free and commercially available GPS navigation software.

3.3.10 Mounting

MDT/MDC mounting and docking systems must be ergonomic and must not pose a safety hazard to the driver nor the passengers. The equipment must be installed in a location that minimizes exposure to the elements, is unobtrusive to the driver or entering / exiting passengers, but remains easy for the driver to locate, view and operate while seated in the driver compartment of the vehicle. The installation must be sturdy to withstand the bumps and vibration of a heavy vehicle in service on rough streets as well as those caused by the driver entering and exiting the drivers' compartment. The removal of equipment must be very fast and easy for a non technical person to accomplish so that drivers can secure devices at end of shift or use the devices for various portable functionalities including pre-and post-trip inspections and incident reporting. The mounting equipment shall provide the option of installing the MDT without altering the vehicle.

3.3.11 Hardware

Carrier Support:	All major US networks
Operating System :	Android 2.2 (Froyo)
Form Factor :	Tablet -Portrait Primary
Dimensions (Wx H x D) :	7.48 x 4.74 x 0.47 inches (HxWxD)
Weight :	3.58 ounces
CPU :	Cortex A8, 1GHz CPU, Hummingbird
Display Type :	7.0" WSVGA TFT (w x h: 600 x 1024 px)
Memory Capacity	512MB(ROM) + 512MB(RAM) + 128MB(One

	D-RAM) + 2GB (User Memory) + 16GB microSD™ card preinstalled (supports up to 32GB microSD card)
Wi-Fi:	802.11 b/g/n
Universal Serial Bus (USB)	Common hardware interface standard for connecting peripherals to a computer.
Bluetooth 3.0 Connectivity	Sensor Type : Accelerometer, Geomagnetic, Luminance, Gyro Battery : 4000mAh

4.0 EVALUATION CRITERIA:

- 4.1 The County will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include weighted criteria detailed in this RFP under specifications. The vendor with the highest points will be recommended for award. If further information is desired, vendors may be requested to make additional written submissions or oral presentations to the County.
- 4.2 Proposals will be evaluated on the following:
Rating Scale: 0 = no answer 1 = Inadequate
2 = Below Average 3 = Average
4 = Above Average 5 = Superior
- 4.3 The proposal will be evaluated based on the following criteria “listed in order of importance,” The “Work Plan”, “Vendor Qualification”, Software Compatibility”, and “Support and Maintenance” are equally weighted, and of first in importance, Items 5 -14 are equally weighted and of second in importance and the price being third in importance.

	Scope of Services	Rated Score 0-5	Weighted Value	Total Points
1	Work Plan		2	
2	Vendor Qualifications		2	
3	Software Compatibility		2	
4	Support and Maintenance		2	
5	Training		1	
6	General Requirements		1	
7	Statement of Work		1	
8	Mounting and Hardware		1	
9	Manifest		1	
10	Log-in option		1	
11	Stop operation		1	
12	Navigation		1	
13	Portability		1	
14	Written or oral presentations		1	
	Total possible points 90		Sub-Total	
15	Pricing on Attachment "B" (scored by Finance)		6	
	Total possible points 120		Grand Total	

5.0 OTHER/NOTES:

- 5.1 The County reserves the right to reject any and all bids or to accept the bid or any part thereof which it determines to best serve the needs of the County and to waive any informalities or irregularities in the bids. While cost is a factor in any bid award, it is not the only factor and may not be the determining factor.
- 5.2 The Contractor must comply with all Federal, State, and local laws. The Contractor shall at all times comply with applicable Federal Transit Administration and Michigan Department of Transportation regulations, policies, procedures and directives, including without limitations those listed directly or by reference in the agreement between ACT and the FTA that funds any part of this contract, 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 contract. Contractor must understand and agree to follow the MDOT Appendix A and the Attached FTA Clauses (Attachments C & D). Contractor will be required to signoff where applicable.

- 5.3 Insurances: The selected vendor must maintain the following insurance during the term of the contract:
- 5.3.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 5.3.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 5.3.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 5.3.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be ***Additional Insureds***: "Allegan County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof."
- 5.3.5 **Modification or Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Finance – Purchasing Analyst, 3283 122nd Ave, Allegan, MI 49010.

- 5.3.6 **Professional Liability:** The contractor shall procure and maintain during the life of this contract, Professional Liability Insurance in an amount not less than \$500,000 per occurrence and \$500,000 aggregate. The contractor shall be required to keep policy in force, or purchase “tail” coverage for a minimum of 3 years after the termination of this contract.
- 5.3.7 **Proof of Insurance Coverage:** The Contractor shall provide the Allegan County at the time the contracts are returned by contractor for execution, certificates and policies as listed below:
- a. A copy of Certificate of Insurance for Workers' Compensation Insurance;
 - b. A copy of Certificate of Insurance for Commercial General Liability Insurance;
 - c. A copy of Certificate of Insurance for Vehicle Liability Insurance;
 - d. A copy of Certificate of Insurance for Professional Liability Insurance;
 - e. If so requested, Certified Copies of all policies mentioned above will be furnished.
- 5.3.8 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the Allegan County at least ten (10) days prior to the expiration date.

III. TIMELINE

Request for Proposals issued	February 7, 2012
Deadline for Questions to be submitted	5:00 PM on February 17, 2012
Deadline for County's response to questions	5:00 PM on February 21, 2012
Due date for proposals	3:00 PM on February 24, 2012
Proposal Opening*	4:00 PM February 24, 2012

*Only vendor's names who have submitted a proposal will be announced on this date. Once the County has evaluated and confirmed that the proposals are responsive and are from responsible bidders then information (bid tab, etc.) will be available and sent to ALL responders.

IV. ATTACHMENT "B"
Allegan County Bid Form

Bid Proposal Number	10128
Item Being Proposed	Transit AVL – MDC system
Date of Bid Proposal Opening	February 24, 2012 @ 4:00pm
Vendor Name:	
Vendor Fax:	
Vendor Address:	
City, State, Zip:	

ITEMS: For services stated in "Attachment A"

The breakout pricing will be as follows:

Item	Description	Unit Cost	Qty	Total Cost
1	A Mobile Data Computer solution with AVL capabilities for installation on 26 transit vehicles in our fleet, including all necessary software, and middleware for the paratransit systems. Must interface with RouteMatch existing paratransit scheduling system.			
2	Installation and mounting hardware for 26 transit vehicles			
3	Upgrade software from computer assisted to a fully automated solution with route optimization.			
4	Provide four (4) additional RouteMatch vehicle licenses for a total of 26 transit vehicles.			
5	Provide training on the use of software and all equipment installed.			
6	One (1) year of software maintenance and support.			
7	Optional three (3) years of software maintenance and support.			
Grand Total:				

PAYMENT TERMS: _____

REPRESENTATIVE NAME (PRINT): _____

REPRESENTATIVE SIGNATURE: _____

E-MAIL ADDRESS: _____

V. ATTACHMENT “C”

APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the

Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**Required Federal Clauses
For Materials and Supplies over \$100,000**

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any _____ requests which would cause

<transit agency>

_____ to be in violation of the FTA terms and conditions.

<transit agency>

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers 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.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5. Date

Signature

Company Name

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C.

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5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11. Date

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

LOBBYING

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

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995

(P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

_____ Name and Title of Contractor's Authorized Official

_____ Date

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation 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.

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The Recipient acknowledges and agrees that:

(1) Civil Fraud. 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 the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

ACCESS TO THIRD PARTY CONTRACT RECORDS

The Recipient agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

CHANGES TO FEDERAL 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 Master Agreement 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 in compliance with 49 CFR Part 18.

TERMINATION

a. Termination for Convenience (General Provision) The (Recipient) 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 in compliance with 49 U.S.C. Part 18/FTA Circular 4220.1F. 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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. 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 (Recipient) 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 (Recipient) 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 (Recipient), 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.

c. Opportunity to Cure (General Provision) The (Recipient) 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 (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any

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such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

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

g. 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 (Recipient) may terminate this contract for default. The (Recipient) 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 Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) 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 (Recipient).

h. 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 (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient 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

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costs incurred by the Recipient in completing the work. The Contractor's right to proceed shall not be terminated, nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

- a. 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 Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) 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 Recipient, 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 Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that 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 Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) 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 (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) 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 (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of the (Recipient), 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 (Recipient) determines that the Contractor

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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 (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

CIVIL RIGHTS

The Recipient agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. **Nondiscrimination in Federal Public Transportation Programs.** The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. **Nondiscrimination – Title VI of the Civil Rights Act.** The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C.

§§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. **Equal Employment Opportunity.** The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the Recipient agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375,

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“Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. **Nondiscrimination on the Basis of Sex.** The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

e. **Nondiscrimination on the Basis of Age.** The Recipient agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

f. **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

g. **Access to Services for Persons with Limited English Proficiency.** The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

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

i. **Other Nondiscrimination Laws.** The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

DISADVANTAGED BUSINESS ENTERPRISE

To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

VI. ATTACHMENT “D”

(1) The Recipient agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient’s DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient’s failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

DEBARMENT AND SUSPENSION

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the “Excluded Parties Listing System” at <http://epls.gov/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

BREACHES AND DISPUTE RESOLUTION

In compliance with 49 CFR Part 18/FTA Circular 4220.1F:

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 (Recipient)'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 (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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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 (Recipient) 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 State in which the (Recipient) 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 (Recipient), (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.

CLEAN AIR

(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*/40 CFR 15.61/49 CFR Part 18. 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.

CLEAN WATER REQUIREMENTS

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. 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.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels - The contractor agrees in compliance with 46 U.S.C. 1241/46 CFR Part 381:

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

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading 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

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Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

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.

FLY AMERICA

The Recipient understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 through 301-10.143.

ENERGY CONSERVATION

The Recipient agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. Part 622, Subpart C.

PREFERENCE FOR RECYCLED PRODUCTS

(Contracts for items designated by EPA, when procuring \$10,000 or more per year)

To the extent applicable, the Recipient agrees to comply with the U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the Recipient agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS (for All ITS projects)

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

ACCESS FOR INDIVIDUALS WITH DISABILITIES

The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 04 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

VI. ATTACHMENT “D”

- (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- (8) 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;
- (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;
- (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

STATE, TERRITORIAL, AND LOCAL LAW

Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the Recipient must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the Recipient to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the Recipient to violate any State, territorial, or local law, regulation, or ordinance, the Recipient agrees to notify FTA immediately in writing. Should this occur, FTA and the Recipient agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.