

Allegany County Transit

Request for Proposal

AVL – APC

Reservation, Scheduling, and Dispatch

(RSD) Software System

For Fixed Route and Demand Response

One (1) original, two (2) copies, and (1) one electronic flash drive or CD/DVD of complete proposals in a sealed package are due to Allegany County Office Complex at 701 Kelly Road, Cumberland, Maryland, 21502 by 3:00 p.m. on January 11, 2022. Proposals will be reviewed and selected firms will be invited to participate in oral presentations.

REQUEST FOR PROPOSALS

RFP No. 101

**INTELLIGENT TRANSPORTATION SYSTEM (ITS) SOFTWARE / HARDWARE FOR
Allegany County Transit Services of Allegany County**

1. INTRODUCTION:

Allegheny County Transit Services has nine fixed routes providing service in the urbanized area of Cumberland, LaVale Cresaptown, and Frostburg, Monday – Friday from approximately 5:30 am until 8:15 pm, and Frostburg until 10:30 pm, Job access until 2:00 a.m., and Saturday from 9:30 to 6 pm. Allegheny County Transit also provides paratransit services. There is a fleet of twenty-two vehicles, ranging in size from 20-foot cutaways to 35-foot transit buses providing our service. (See Attachment B for chart of vehicles)

INTELLIGENT TRANSPORTATION SYSTEM SOFTWARE FOR FIXED ROUTE AND DEMAND RESPONSE TRANSPORTATION FOR ALLEGANY COUNTY TRANSIT

ITS Requirements

The proposed ITS solution must have successfully operated in at least three similar transit agencies in the last five years. The proposed system should provide, a cloud-based service, store detailed statistics including, vehicle miles and hours in total and by location. Passenger count totals by location, comprehensive reports including on time performance and communication between the driver and base **via mobile data terminal (MDT) or tablet**, a customer-friendly interface online and by smartphone for following bus information via text or other methods, and the ability for customers to receive alerts for following bus info by the route and stop and ACT to send global alerts via smartphone. AVL should also provide trip-planning integration using GTFS information.

These systems must work with Wireless Local Area Network at vehicle storage areas to automate bulk data transfer between the central system and vehicle (e.g., upload APC or maintenance data accumulated during a run for on-board devices).

The system is intended to use schedule adherence and location data to develop real-time predictions for bus arrival times at stops and provide these predicted arrival times to the public using smartphones and tablets.

Detailed descriptions of the proposed system and all of its features must be provided. Please explain all the proposed system's functions and abilities with the preference given for the most comprehensive solution.

Additional features: Please outline other features available, but not included in response cost.

Allegheny County Transit will issue a purchase order to the vendor that provides the best value for the solution, including the options selected by Allegheny County Transit and who best meets the specifications of this proposal solicitation.

If you have any questions about this proposal, please contact:

Elizabeth Harper
Tel - 301-722-6360
Fax – 301-722-0326
erobison-harper@alleganygov.org

PROJECT OBJECTIVES AND GOALS

It is expected that the technologies shall assist Allegany County Transit in a variety of fixed-route and Demand response management functions to include, but are not limited to:

1. Data collection, reporting, and record keeping - reducing staff time and generating required reports,
2. Assisting staff to improve their performance - greater staff efficiency,
3. Greater customer convenience - rapid reservation process,
4. Assist the dispatcher in making decisions,
5. Vehicle Tracking - including reporting and record-keeping,
6. Utilize program from multiple dispatch locations utilizing the same database via networking or preferably by web-based application,
7. A suite of standard reports, **SEE ATTACHMENT a - #6 – (REPORTING)**
8. Integrated system

Current Hardware/Software/Network

The details of Allegany County Transit's current computer hardware are attached in Appendix A.

SECTION 2 - ADMINISTRATIVE AND CONTRACTUAL INFORMATION

2.1 - Purpose

This RFP's objective is to provide offerors with sufficient information about the contract requirements to facilitate the preparation of meaningful proposals.

2.2 - Scope

This RFP contains instructions governing the content of the proposals and the format they are to be submitted. It requires the offeror's credentials to be demonstrated in the areas of expertise necessary to the contract. There are mandatory requirements to be met, but concise and relevant communication is encouraged should the offeror foresee the need for additional information.

2.3 - Issue Date: November 19, 2021

2.4 – Inquiries:

A pre-proposal meeting will be held on Friday, December 10, 2021 at 10:30am at the Allegany County Office Complex at 701 Kelly Road, Cumberland, MD 21502 in Room 100.

Submit inquiries concerning this proposal by email to:

Elizabeth Harper
erobison-harper@alleganygov.org

The closing date for receipt of inquiries will be Friday, December 17, 2021 at 4pm. Questions should be emailed to Ms. Elizabeth Harper.

2.5 - Closing Date

One (1) original and two (2) copies each, one (1) flash drive or DVD of the Technical and Price Proposal, each in a separate sealed envelope marked with the name of the firm submitting them, the contract title, and the words, "Technical Proposal," or "Price Proposal." Must be received no later than 3:00 p.m. on Tuesday, January 11, 2022 addressed to:

Allegany County Office Complex
Attention: Linda Simpson, Clerk
701 Kelly Road
Cumberland, MD 21502

Proposals will be reviewed, and selected firms invited to participate in oral presentations. ACT shall not consider proposals not received by the time and date stated.

2.6 - Discussions

Allegany County Transit may enter into discussions with qualified offerors. The term "Qualified Offerors" includes only those responsible offerors who have submitted proposals initially judged by the Procurement Manager to be reasonably susceptible to being selected for the award. Discussions shall be led by a Senior Manager of the offeror who is authorized to enter into binding negotiations. Discussions shall consist of an oral presentation by the offeror to Allegany County Transit Evaluation Committee, questions, and negotiations with the Committee and Procurement Officer. Offerors shall be notified of the time, date, and location of the discussions. **Submission of a proposal does not guarantee an offeror the opportunity to be invited in for discussions.**

Subsequently, at its discretion, Allegany County Transit may hold further discussions with one or more of the highest-rated offerors to request revised offers or Best and Final Offer according to State Procurement Regulations.

At its discretion, Allegany County Transit retains the right not to hold discussions with offerors and may award a contract based on technical and price proposals as submitted. If, in the Procurement Officer's judgment, the response to this RFP demonstrates sufficient competition so that acceptance of an initial offer without negotiation would result in a fair and reasonable price.

2.7 - The Proposals

To be considered, offerors shall submit a complete response to the RFP using the format provided in Section 3. This proposal format is mandatory. In addition, proposals shall offer a straightforward, concise delineation of the offeror's capability to satisfy this RFP's requirements.

2.8 – Confidentiality, Public Record

All offerors are hereby given notice that each proposal received shall become the exclusive property of Allegany County Transit and, unless Allegany County Transit provides prior written agreement to maintain all or part of a proposal confidential as a trade secret is first obtained, each offeror shall be subject to disclosure according to the Federal Freedom of Information Act. Allegany County Transit shall not in any way be liable or responsible for the disclosure of any proposal or portions thereof absent such agreement.

2.9 – Protest Procedures

Any bidder wishing to protest the bidding procedure shall file a written objection setting forth the grounds for the protest with the purchaser with all pertinent information within seven (7) days of the bid opening. The manager shall review and decide on the protest as soon as practicable, but not less than fifteen (15) days after the protest is filed. The manager shall immediately notify the objecting bidder of his determination. The objecting bidder may appeal the manager's decision by filing a written notice within five (5) days of the decision. A special meeting maybe considered by the manager.

2.10 - Signatures

Each proposal shall be signed by an officer authorized to make a binding commitment for the firm(s) making the proposal.

2.11 - Incurring Costs

Allegany County Transit shall not be liable for any offeror's cost in preparing its proposal or presentation for these services.

2.12 - Addendum and Supplements to RFP

If it becomes necessary to enable offerors to make an adequate interpretation of this RFP's provisions, or if any substantive issues require change or clarification, an addendum to the RFP shall be provided to each offeror that requested an RFP through Allegany County Transit or its consultant. Offerors shall acknowledge receipt of such supplement in the transmittal letter of their technical proposal.

2.13 - Acceptance of Proposals

Allegany County Transit intends to make an award to the offeror who best satisfies the needs of Allegany County Transit at a reasonable price and other factors considered (see Section 7). This

request does not commit Allegany County Transit to award a contract. Contents of the proposal and all of these RFP terms may become contractual obligations if a contract ensues. Failure of the offeror to honor its commitments may result in the cancellation of the award.

By submitting a proposal in response to this RFP, the offeror thereby accepts the terms and conditions set forth herein, including all Federal Transportation Administration (FTA) rules and regulations (ATTACHMENT C).

2.14 - Rejection of Proposals

Allegany County Transit reserves the right to reject any or all proposals if not responsive to the RFP.

2.15 - Schedule of Activities

Please note that dates are subject to change based on Allegany County Transit needs.

Item	Date
RFP Issue Date	November 19, 2021
Pre-proposal Meeting	December 10, 2021 at 10:30am
Proposal Inquiry Deadline	December 17, 2021 by 4:00pm
Bid Openings	January 11, 2022 by 3:00pm

SECTION 3 – TECHNICAL PROPOSAL PREPARATION AND FORMAT

3.1 – General

Offerors under this RFP shall clearly outline their comprehensive approach to fulfilling the requirements and fully describe their plans to respond to the needs outlined in Section 3.

The technical and price proposals shall be reviewed for consistency with the requirements of this RFP. Failure to respond with the required information may result in the offeror being eliminated from consideration.

3.2 – Format

Offerors shall respond to this RFP in accordance with the format specified in Sections 4.3 and 4.4 to ensure the submission of information essential to the comprehensive evaluation of the proposals. The format must be adhered to, but the offeror may expand the content.

The proposals shall contain the information outlined below, be 8 1/2" x 11" in size. Sections and subsections shall have tabs keyed to the Table of Contents. The Technical Proposal shall be bound separately from the Price Proposal. Proposals need not be elaborate or contain unnecessary artwork; instead, they shall be typewritten and reproduced as efficiently as necessary to present the required information.

3.3 - Technical Proposal Format (One Original and Three Copies)

1. Title Page
2. Transmittal Letter
3. Table of Contents
4. Executive Summary (5 pages maximum)
5. Description of Organization and Qualifications - Describe the Offeror Organization's primary business functions, history, and organizational structure. Include a profile of the location of all offices, staffing, and services provided, and senior company officials' names, addresses, and phone numbers.

Also, provide:

- Experience on Similar Projects (Client References) - Summaries or brief descriptions of a minimum of five contracts performed by the prime contractor (plus at least one for the subcontractor(s), if any), which are most related to the requirements of this contract. Limit descriptions to those most relevant to this contract and most representative of the firm's capabilities. References must be for goods and services provided within the past five years. Include the client's name and a contact person, date of installation, software installed, number of daily one-way trips for both demand and standing order, any installation issues, and custom features or extensive report capabilities (REFERENCES WILL BE CHECKED).
 - How many years has the firm been in business, and how many years has it sold and installed demand response software?
 - Is there any pending litigation regarding any aspect of the technologies requested? If so, describe.
 - Ownership structure.
 - Supply financial data for your company so that Allegany County Transit can determine the firm's financial strength.
6. Scope of Work - Section 4 – Complete compliance matrix and note any exceptions. Also, please complete the additional Section 4 questions not included in the Compliance Matrix that provides for:
 - Information Security Plan - Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include
 - Plan to Respond to and Report of Breach or Security Incident
 - Notification Plan for Major Changes and Vulnerability Disclosures
 - Recommended Hardware
 - System Installation
 - Testing and Acceptance
 - Training and Documentation
 - Warranty and Quality Assurance

Please be prepared to demonstrate all features and functions detailed in the compliance matrix at the best and final meeting.

7. Project Management and Implementation Plan – The project management plan shall include a detailed schedule, identification of a project manager, team members, and key personnel with resumes attached for all personnel involved. This section should also cover the overall organizational structure, quality management approach, and customer care programs.
8. Maintenance Plan – Describe standard services of the maintenance program.
9. **Any exceptions or deviations to the RFP must be detailed and explained.** These should be provided at the beginning of the response to Section 3.

SECTION 4 - SCOPE OF WORK

4.1 - Introduction

Allegheny County Transit is using a set of principles to guide this procurement. These principles are seen throughout the RFP and must be addressed by the proposing offerors. These principles are as follows:

- Proven Technology, Products, and Services – Allegheny County Transit is interested in purchasing proven technologies and contracting with companies with excellent track records.
- Allegheny County Transit desires an integrated system - Allegheny County Transit is interested in purchasing technologies (as needed) and the related services that shall ensure a fully functioning set of technologies meeting the required specifications. The contractor shall be responsible for all aspects of the installation, including the actions of all subcontractors.
- Support of Products - Allegheny County Transit considers product support to be as important as the product itself. Therefore, the contractor shall be held to a high standard as is specified in the RFP.
- Performance/Functional Specifications - This scope of work allows for flexibility in developing a proposal. The focus of the procurement is on performance specifications. The offeror is frequently requested to use their best judgment (and explain their approach in detail) in meeting the RFP specifications.

4.2 - Work performed by the Contractor – DETAILS - SEE ATTACHMENT A.

The contractor shall provide integrated technology for Allegheny County Transit. The contractor shall do the following:

1. Supply proposed products
2. Provide data import of Allegheny County Transit electronic database.
3. Conduct detailed training of all Allegheny County Transit staff
4. Provide manuals/training guides for Allegheny County Transit staff persons

5. Ensure successful implementation as required in this RFP within the required timeframe.
6. Provide ongoing support/cooperation with Allegany County Transit

4.3 - Work performed by Allegany County Transit

Allegany County Transit shall be required to be actively involved in the installation/implementation of the technology. Including:

1. Provide workspace for the contractor
2. Provide access to office space and any other locations as needed by the contractor
3. Provide the necessary workstations.
4. Ensure that staff is available for training
5. Provide data entry for data in hard copy format, assuring the accuracy of the information
6. Provide proper implementation support

4.4 - Functional Specifications - Automated Demand Response Transportation - Management System.

RESPOND TO ALL ASPECTS OF THE FUNCTIONAL SPECIFICATIONS THAT FOLLOW. Include a copy of the offeror's software and hardware licenses for the prime and subcontractors for the software and data entry device.

Allegany County Transit shall utilize proven technologies and products. The Functional Specification is for an Automated Demand Response Transportation Management System.

The software must be able to meet the specifications described below. The text describes the required software system functions. Each function must be fully integrated into Allegany County Transit to allow for maximum flexibility. Allegany County Transit requires a product that is based in Windows format. The contractor must keep up with the latest appropriate version of Windows.

The following functional specifications are those required by Allegany County Transit. Each offeror must specifically address their capability to meet each of these specifications. To support this, please add an Appendix to your submission. In the Appendix, copies of each screen used by our staff and enough documentation to demonstrate your capabilities to perform in the functional area.

Any deviations from the specifications or exceptions must be noted in the proposal and compiled in a section called "Exception to the RFP Requirements Allegany County Transit shall entertain other options and recommendations if they can improve upon the current requirements.

4.5 – System Installation

4.5.1 Installation/Implementation

Allegany County Transit considers the offeror's track record in installation and implementation to be vital. Therefore, please pay particular attention to this section. Allegany County Transit will supply the contractor with workspace as needed.

1. Provide an installation plan as part of this proposal. This plan shall be detailed enough so that Allegany County Transit shall know every step of the installation process. Each task shall be broken out and described in detail. It is to include, but not be limited to, each of the topics outlined below.
 - a. **Allegany County Transit** staff involvement -- describe the level and type of staff time required for the installation and an estimate of hours. Time should include all training.
 - b. **Contractor** staff time – explain who shall perform the installation (supply resumes), their responsibilities, and their time on the project. In addition, a Project Manager must be assigned whom Allegany County Transit staff can reach within one hour of a request for assistance.
 - c. **Level** of interference with current operation - Allegany County Transit requires that the contractor cause a minimum disruption with the current process.
2. Provide a detailed timeline of each task in the installation and implementation of the project.
3. Describe how long it has taken your company to implement other similar technologies. Describe both typical and challenging installations. Explain why the installation was challenging and explain how your firm shall avoid implementation pitfalls.

4.6 - System Testing and Acceptance

Allegany County Transit cannot accept the technologies until it has validated that the contractor has met all requirements stated in this RFP. In addition, the contractor shall provide all labor and supervision for the installation and testing.

Working with the contractor, Allegany County Transit shall develop acceptance procedures to ensure the equipment is appropriately installed and accepted. All software provided shall be tested to confirm that it is compliant with the current specifications. All software is free from defects in design, material, quality and capable of sustained performance in the operating environment.

All software shall pass the tests described below or have Allegany County Transit declare that field operations have met the tests' objectives.

All of the software provided under this contract shall be subject to the following tests to confirm that they are:

- Free from operational defects, which affect performance.
- Compliant with the specifications.
- It was delivered and accounted for, including all fare media, documentation, training, and

- support items.
- Ability to send reports to any of our network printers.

4.7 - Training and Documentation

4.7.1 - Training

1. Training is an essential component of successful implementation. Training shall be comprehensive and complete for staff involved in the operation of the technologies. Training shall include:
 - Management training
 - Call taker/Reservationists training
 - Dispatch staff training
 - Technology support staff/system administrator
2. Training shall be accomplished by well-versed persons with the technology, not a local contractor without experience in using the technologies. A system administrator shall also be trained to be able to deal with a variety of day-to-day problems.
3. The selected contractor shall provide a detailed training plan three weeks before training is scheduled. The program plan shall be to train staff remotely and on-site. Describe whom the contractor shall train, the length of each training course, and the training cost. Training shall not begin until Allegany County Transit approves the training plan.
4. Complete training and user manuals shall be required for all trainees.
5. All training specified in this section shall be conducted during regular business hours.

4.7.2 - Documentation and System Handbook

The contractor shall supply Allegany County Transit with electronic copies of all documentation and allow the agency to reproduce copies for their use.

4.8 - Maintenance and Quality Assurance

Allegany County Transit requires that the contractor provide in-house maintenance service for one year, renewable for additional years. Allegany County Transit would like to be assured that the contractor shall be in business for the useful life of the software and supply Allegany County Transit with periodic upgrades to ensure a high-quality product.

The other aspect of maintenance is a timely response to problems in a system failure or problem. Allegany County Transit must be assured that the contractor shall respond immediately to correct issues so there is no service disruption.

4.8.1 - Maintenance Issues

Respond to each of the following in detail:

1. The contractor shall have live telephone support during regular business hours, 8 a.m. – 5 p.m., and after-hour service capable of solving any software-related problem.
2. Supply a copy of the maintenance agreement that is proposed.
3. What shall the maintenance cover in terms of software and coverage dates?
4. What is the cost of maintenance per year?
5. What services will Allegany County Transit receive with the maintenance program?

4.8.2 - Software Upgrades

It is expected that upgrades shall be available to allow Allegany County Transit to improve software and hardware capabilities. Therefore, the contractor shall provide regular upgrades to the software for five years, renewable every year, from the date of implementation. Please describe the following:

1. Provide Allegany County Transit with your upgrade process.
2. What are the costs (if any) associated with your upgrade?

4.8.3 - System Continuity and Availability

Please describe the procedures and recommended hardware used to ensure that Allegany County Transit technologies are backed up to virtually no data loss in a computer/system failure?

SECTION 5 - EVALUATION AND SELECTION CRITERIA:

5.1 Evaluation Committee

The County has established an evaluation committee to review each technical proposal for compliance with requirements and then score each submission using the following criteria.

5.2 Evaluation Criteria

The technical proposal is worth 100 pts, and the price proposal is worth 35 points of the evaluation criteria. The technical proposal is comprised of four (4) categories to evaluate the overall technical qualifications of the proposer. The types and their values are described below.

5.3 Technical Proposal (100 pts)

The technical proposal must be submitted in the format outlined below. Next to the title is the weight factor assigned to each category.

5.3.1 Substantiated and proven ability of the offeror's software to meet RFP requirements (15 pts)

5.3.2 Features of the proposed system - Provide a written narrative that evidences an understanding of each of the following, noting any particular challenges, with suggested approaches for those identified. (55 pts)

- AVL Features 15 pts
- Mobile Data Terminal Features 10 pts
- AVL Customer Interface Features 15 pts
- APC Features 15 pts

5.3.3 Implementation plan and due dates (20 pts)

5.3.4 Qualifications of team staff (10 pts)

5.4 Price Proposal (35 pts)

5.4.1 The Committee will open and score only the priced proposals submitted by firms achieving a minimum of 80 available technical proposal points.

5.4.2 The Committee will award the total of 35 price proposal points available to the lowest-priced proposal. Higher-priced proposals will receive a lower score, prorated from the lowest proposal's 35-point basis.

5.4.3 The Committee may enter into cost and scope negotiations only with the highest-rated firm. If the Committee and firm cannot agree upon the scope and cost, the Committee will negotiate with the next highest-rated firm. This process is continued until a fair and reasonably priced contract can be awarded.

5.5 Final Ranking and Selection

5.5.1 The Committee will recommend the award to the responsible proposer whose proposal is most advantageous to the County, considering technical and price factors mentioned above.

If you have any questions about this proposal, please contact:

Elizabeth Harper

Tel - 301-722-6360

Fax 301-722-0326

erobison-harper@alleganygov.org

ATTACHMENT A
RFP No. 101
INTELLIGENT TRANSPORTATION SYSTEM SOFTWARE FOR
Allegany County Transit Services of Allegany County

SCOPE OF SERVICES

Scope of Services

ACT is seeking a solution to provide an Automatic Vehicle Location (AVL) system with a customer computer and smartphone interface providing real-time next bus information. Automatic Passenger Counter (APC) technology on a maximum of 22 or a minimum of 20 transit buses (See Attachment B). The technology is intended to assist in fixed-route vehicle location identification and reporting. Capture data for transit system planning and management analysis, data collection for the National Transit Database (NTD), and provide our customers with tools to enhance their ability to utilize our system.

1. Components of the system are expected to include:

- a. Vendor hosted system;
- b. GPS-based vehicle location and position transmission technologies;
- c. On-board devices to provide messaging and routing information
- d. Automatic Passenger Counting (APC) accurate to a minimum of 95%;
- e. Single-point Bus Operator login;
- f. Dispatching software allowing for vehicle tracking, number of passengers on-board, and communication between Dispatchers and Bus Operators;
- g. Data capture, analysis, and reporting services capable of producing NTD reporting;
- h. Data communications services, data display services, and end-user customization services for public real-time schedule and route information, including open access to information data via major bus stop information signs, SMS text messaging, internet, phone, and mobile devices;
- i. Mobile dispatch hardware and software including laptop or tablet-based approaches;
- j. Software or interface allowing data export into a format used by Google Transit Feed System (GTFS); or approved equal.
- k. Public Information

A customer interface that permits text message real-time arrival information using a smartphone & PC graphical representation of real-time bus location; customer set alerts for

notifications of a particular route's real-time arrival. The system will provide for the following functionality:

- Provision of a real-time, web-based display of GPS-equipped vehicle locations for public access via the internet or smartphone
- Provide or Integrate with trip-planning
- Bus schedule information retrieval by computer, tablet, or smartphone
- Provision for an alert system for customer interface
- Data will be available in GTFS format

Equipment Hardware requirements will include:

a. Vehicle installed devices: ruggedized devices capable of reliable and continuous operation in the service environment of transit buses and supervisory vehicles, including temperature and humidity variations, shocks, electrical supply variations, and vibration;

b. Mobile devices: Capable of sustained operation for up to eighteen (18) hours at a time under both vehicle and auxiliary power sources.

c. Desktop services: capable of being operated on computers used for other general office purposes without significant performance and capability degradation.

d. Back-end devices: Back-end devices are expected to be in a vendor-hosted environment and expected to be provided by and maintained by the vendor. ACT is not planning to maintain or provide a server environment.

Software requirements will include:

a. User-friendly, graphically-based interface;

b. Administrative tools including the ability to set security levels and user access rights, and diagnostic functions to measure system health and detect defects;

c. Data archiving tools, including automatic archiving of daily data, online storage of at least 12 months of data, accessible at any time by staff, and offline storage of all data for the previous five years. Data should be transmitted from vehicles to base wirelessly

d. Supervisory and on-bus devices shall use the most straightforward interfaces required to perform necessary tasks to minimize driver attention requirements.

e. Integration and migration of the new system with the existing system.

2. SYSTEM TESTING

Prepare system testing plan that details testing methods to include pass/fail criteria;

3. TRAINING AND DOCUMENTATION

a. Prepare and deliver training plans, training activities, training materials, and system documentation. The training plan shall describe the resources provided and a preferred training path for drivers, dispatchers, management, customer service, and maintenance staff;

b. The training plan shall include on-site classes, written tutorials, web-based learning, and train-the-trainer resources. The training plan shall consist of an estimated number of hours to complete a competent level of system understanding by staff as it applies to the various roles but not limited to (Drivers, Dispatchers, Management, Administrative, Maintenance, Operations, System Administrative);

c. Deliver system documentation. Required documentation includes "as-built" system and component design documents, records of all the necessary testing and acceptance procedures, warranty certificates for all components, training materials, and user and administration reference manuals.

d. On-site training of ACT staff and related materials is to include in the proposed cost. Provide cost information (per hour basis) for additional training as needed after the system has been in place and utilized for several weeks or months. In addition, intuitive online training for new hires and refresher courses must be available 24/7 at no additional cost.

4. WARRANTY, MAINTENANCE, AND SPARE PARTS

a. Provide a Three-year warranty for all system components and the total system.

A warranty certificate, valid for three years following the completion of vendor reliability testing and staff acceptance. Support shall include telephone, email, and remote-control support for three-hour and 24-hour response incident levels during regular business hours and after-hours incident reporting.

On a single-point-of-contact basis, provide a long-term system support and maintenance agreement proposal for all components that are a part of the system. The cost proposal must note any future maintenance costs for the system operation and components.

Data Capture and Analysis - List the reports and data that will be available.

Allegany County Transit requires pulling reports as needed for daily, weekly, monthly, or annual reporting.

- Alltrans (Para-transit ADA)
- Alltrans Demand Response
- Transit Fixed Route Service

- JARC - Job Access Reverse Commute
- Mileage to each category
- Trips for each category
- Mobility Type – Elderly Ambulatory, Elderly Non-Ambulatory, Disabled Ambulatory, Disabled Ambulatory, and Non-Ambulatory

SEPARATE REPORTS BY FUNDING SOURCE

Ridership and miles for each category

- ALLTRANS
- HRDC
- HRDC Mobility
- JARC
- Fixed Route

5. CLIENT MANAGEMENT

- Necessary Information: First Name, Last Name, Birthdate, Load Time, Unload Time, Client Id, Identification Number, Client Code, Disability, Mobility Aid, Space Type, Default Fare Type, excluded vehicle types, Service Type, Gender, Transport Mode, Default Address Type, Private Comments, Scheduling Comments, Escort Option.
- Address Information: Home Address, alternate address(es), default pickup address, default drop-off address, mailing address, address validity dates, address comments. Addresses are geocoded and visible on the map
- Contact Information: Main Contact, Alternate Contact(s) types. Phone Number, Cell Number, Work Number, E-mail address, Fax number.
- Status Information: Active Date, Client Type, ADA Type, Client Status, and Comments. Ability to automatically have client status affect trip activation and booking permissions
- Funding Information: Assigned Programs, validity dates, enabled/disabled
- Ability to restrict client travel to only permitted locations
- The ability to view all audit information, such as who last modified the client and which field(s) were modified.
- The ability to add multiple service types for a client and define validity dates.
- Fields can be made mandatory, and the user will be alerted if they fail to fill in the field area before saving.
- Fields can be “read-only” or can be disabled.
- Ability to create a client template, so when a new client is created, specific fields are automatically populated.

6. REPORTING

Standard report requirements from the prospective solution are listed and explained below.

- Canceled, Missed, No Show Trips Report - User selects a date range, a client (leave blank for all), and trip type to include in a report. The report lists details for each trip, subtotals, and grand totals.
- Denials Report - displays details and totals for all trips with a denial status.
- Trip Count Report - selectors: From Date To Date, Runs, Booking Purpose, Subtype, Trip Type, and Fare Type. Report list of trips based on selection criteria, details if requested, providing subtotals and totals for trips.
- Trip Count by Funding Source Report - selectors: From Date To Date, Trip Type, Funding Source. This report displays trips grouped by funding sources and funding programs together with their counts and faring information.
- Trip Hours Productivity - These reports display the edited and non-edited Service and Revenue hours for a route, range of routes, or all routes.
- Trip Distance Productivity - These reports provide edited or non-edited information regarding Service and Revenue Distance.
- On-Time Compliance - This report provides detailed or summary information per route regarding on-time performance.
- Daily Operations - This report displays information about the operations of a site by hour range.
- NTD Standard - The standard report required by the National Transit Database for reporting financial and operating data.
- Driver Manifest - Landscape, Portrait, With Contacts - This is a trip listing for each driver they use while picking up and dropping off clients.
- Time and Distance Report - The Time and Distance report displays information entered when the booking was created or any information edited through the Trip Edit process.
- Data Integrity Report – checks for data entry errors over a specified date range, such as out-of-order odometer readings or actual times.
- Trip Export Report – exports trip data into a format optimized for .csv or excel, which can then be imported into a different system.
- Run Productivity Report - This report displays Passenger Count, Trip Count, Hours, and Mileage by route.
- Ridership by Jurisdiction Report – report displays trip count by polygon/zone.
- Funding Source Productivity Report - This report separates and displays Passenger Count, Trip Count, Hours, and Mileage by the funding source.
- Common Location Report – displays the number of trips taken to a location & trip details within a specified date range.
- Client Summary Report – displays a list of clients ordered by a client's last name, with the option of including only active clients.
- Call Center Productivity Report – displays the number of trips entered by the user over a given date range.
- Payroll Hours by Route Report – displays the number of hours driven per driver per route over a given date range.
- Client Mailing Labels report – exports client data to a mailing label-friendly format.
- Subscription Report – displays a list of active subscription trips.

7. MDT SOFTWARE -- See Attachment B

- Mobile Data Terminal compatibility – the vendor must provide in-vehicle software that can operate on a wide range of Android tablet models currently offered from standard consumer electronics suppliers.
- Drivers must be able to log on to the MDT unit by entering their employee identification and the vehicle’s odometer reading into the MDT unit
- Upon successful login, before the manifest is displayed, the MDT software shall display a pre-trip inspection screen that the vehicle operator shall fill in after conducting their pre-trip inspection of the vehicle
- Once the MDT unit powered up, it will automatically display a driver log-on form screen requesting the driver’s identification number and odometer reading.
- The MDT unit will validate the log on information with the scheduling software.
- The vendor should be able to comply with the following messaging requirements:
 - Trip Messages
 - Driver Log On
 - Driver Log Off
 - Pick Up Site Arrival
 - Pick up site Performed
 - Drop Off Site Arrival
 - Drop Off Site Performed
 - Additional Rider Boarding
 - Additional Rider Alighting
 - Rider No Show
 - Rider Door Cancellation
 - Emergency Message

General System Specifications

- User interface should support the most recent major releases of the following web browsers: Chrome, Firefox, Safari, Microsoft Edge, IE 11.
- Support interfaces to other data sources and applications, including legacy systems and future applications
- Run server application on Windows Server 2019 or 2022 64-bit or approved equal with salient characteristics.
- Run time ability to pass 24 hours for same-day routes that run into the next day. (1:00 am)
- Provide multi-user functionality

GIS

- The System must be compatible for use with ESRI and Google or approved equal with salient characteristics.
- System map must be capable of setting speed factors by the time of day and distance of the trip.

System must be capable of geocoding using the following methods

- Entering in full or partial addresses, i.e., '123 Main St' or '123 Main St, Cumberland Md. 21502. The system will return exact and partial matches
- Batch Geocoding
- Point and click on the map
- Run Travel Restrictions - polygons that restrict where a specific run (shift) can operate. Restrictions can specify pick-up and drop-off rules

Trip Booking

- Point and click navigation between different sections of the screen
- The trip Booking process must allow for quick searching and selection of clients, including, but not limited to Search Criteria: last name, first name, phone number, client id, identification number, birthdate
- Once the client search query has been entered, the proposed system will return all full and partial matches. Upon clicking on a match, the end-user will have quick access to view the following information:
- Mobility Aid, Disability, Status, Address, Phone Number, Comments
- Add single booking, add repeat (subscription) booking, edit single booking, edit subscription booking, cancel multiple bookings with a single click, add group booking, add unregistered client booking (some agencies may not require a named passenger to transport, and this functionality expedites getting an unregistered booking into the system without first registering the passenger)
- The screen will allow for quick date selection. Default date offset, calendar display are options for date selection.
- The screen will display all other bookings for the selected date and also flag the user if a duplicate booking is created.
- The screen will auto-populate from the client record the following information (if present): default pickup address, comments, phone number, default drop-off address, mobility aid(s), excluded vehicle types, service type, provider, transport modes, passenger type, passenger count, space type, fare type, additional passengers, funding sources.
- Trip Booking screen will also contain the following optional fields: Booking Purpose, Booking type, Max OBT, scheduling comments & any user-defined fields.
- Fields can be rearranged, removed, added, and made mandatory using a screen customization tool.
- The screen will display recent bookings taken by the client to allow for quick entry.
- The screen will allow for address entry, and using a base map will locate and geocode matches using the methods described in the GIS section.

Single Booking Scheduling

- The screen will allow for new legs of the booking to be created in a single click while saving the portion (s) already completed.

- At the end of the creation, process booking can either be saved to schedule later or scheduled in real-time.
- The date of booking can be changed at any time during the booking process if the wrong date was initially selected.
- Origin to destination distance will be calculated & displayed automatically.
- Ability to copy a single booking to another day.
- Users will be able to schedule all booking legs simultaneously or schedule legs one by one.
- The following on-the-fly changes can be made within the solutions screen: Reset Scheduled. Times to requested, Search time window, parameters set, violations set, transport modes, max transfer, runs to search for a solution.

Subscription (Repeat Booking)

- The system must allow for the entry of bookings that repeat on a calendar-based interval.
- All other booking processes will remain the same.
- Subscription booking can have a specific beginning and end date or be left open indefinitely.
- The ability to define: Group name, group travel calendar, group members, max members, same pickup – distinct drop-off, distinct pickup – same drop-off, same pickup – drop-off, group travel times.
- Ability to book a group trip – distinct bookings are automatically created for each passenger in the group.
- Add/remove group members on the fly.
- Notification when group max is reached.

Trip Notes Functionality

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

Manual Scheduling Tool must contain the following functionality:

The Ability to:

- View all unscheduled or will-call trips in a list view.
- View a list of all trips and detailed information about runs.
- View all or groups of runs at once.
- Perform a quick client search to cancel or reschedule trips.

Communication Log contains the following functionality

- Log all outbound and inbound message communication from MDT.
- Ability to filter by vehicle and message type.

Map frame contains the following functionality

- View AVL data from AVL enable vehicles. Displays current location (refreshes at set intervals), speed, and direction. Can view single or all vehicles at once.
- Contains the same map functionality as other screens, including zoom, pan, layer control, etc

Reports Archive contains the following functionality - See Attachment A

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

Reports Module contains the following functionality – See Attachment A

- The Ability to save Standard Reports onto a desktop for editing.
- The System must utilize a centralized data warehouse that integrates fixed-tit and demand response reporting systems.

Reports Wizard functionality - See Attachment A

- The ability to generate a report with no technical experience.
- Step by step guidance includes selecting fields, sorting, totaling & saving as a report in the report's library.

Additional benefits, features & functionality included in the solution

- Vehicle Auto Swapping – dynamically assign vehicles based on need. For example, if a group trip needs a larger vehicle to accommodate all passengers, it can automatically be changed.
- Audit data cleanup – the ability to set up nightly jobs that clean up history tables to ensure they don't get too large and keep unnecessary data.

MDT Software

- Mobile Data Terminal compatibility is the vendor-provided in-vehicle software that can operate on a wide range of Android tablet models currently offered by standard consumer electronics suppliers.
- Once the MDT unit is powered up, it will automatically display a driver log-on form screen requesting the driver's identification number and the odometer reading.
- Drivers must log on to the MDT unit by entering their employee identification and the vehicle's odometer reading into the MDT unit.
- The MDT unit will validate the log-on information with the scheduling software.

OPTIONAL EXTRAS –

- *Upon successful login, before the manifest is displayed, the MDT software shall display a pre-trip inspection screen filled in by the vehicle operator after conducting their pre-trip inspection of the vehicle.*
- *Each vehicle can be assigned specific checklist types that contain sets of questions relative to the vehicle.*
- *If the checklist login question is answered incorrectly, the system will deny the login.*

MDT Communication

- MDT and driver applications must be capable of visual and audible alerts to indicate incoming messages.
- The system must have the ability to send overt emergency notifications.
- After the driver acknowledges an incoming message, it should be displayed on the MDT unit.
- The MDT unit should also be capable of allowing the driver to respond to a message.
- The dispatcher must be able to send a question that requires a yes/no answer from the driver.
- The MDT unit should send a message and notify the driver of the transaction's success or failure.
- The MDT should allow the driver to select from a list of canned messages to send to the dispatcher. The canned message list should be configurable.
- The MDT unit should be capable of queuing messages in a buffer and repeatedly attempting to deliver them to the host application. Each message should be configured to attempt delivery indefinitely or attempt delivery only for a fixed period, after which the message will be discarded.

Standard Paratransit Functionality

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

Manifest List Screen

- The MDT unit Manifest Screen must provide drivers with an overview of their manifest.
- Additional trip message lines must be available by scrolling.
- All trips must be shown on display in ascending order of estimated times.
- After the driver has logged on to the system and received a Manifest, the MDT unit should update the manifest by inserting additional trips sent by the dispatch system. The MDT unit must insert trips in the order of their scheduled pick-up or drop-off times.
- After the driver has logged on to the system and received a Manifest, the MDT unit should update the manifest by deleting trips that have been canceled.

- The driver must access the trip perform screens from the manifest screen with a single keystroke.
- The driver must also access the Passenger/Trip Information Screen from the Manifest Screen with a single keystroke.

Perform Screen

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

Data Messaging The following section describes the types of messages that the paratransit operator will likely be transmitting between the in-vehicle MDT devices (mobile data terminals) and the Paratransit Dispatch Software

- The MDT unit must be capable of sending predefined messages to the dispatcher.
- The vehicle predefined messages must be managed in the dispatch application and transmitted to the vehicle. Upon log on, the canned message update will be viewable on the MDT.
- The vendor should be able to comply with the following messaging requirements:
 - Trip Messages
 - Driver Log On
 - Driver Log Off
 - Pick Up Site Arrival
 - Pick up site Performed
 - Drop Off Site Arrival
 - Drop Off Site Performed
 - Additional Rider Boarding

Trip Update Notifications

- The system must provide automatic Trip Update notifications to the client the day before their scheduled trips if any of their estimated time of arrivals for the next day has changed by more than 20 minutes from the original negotiated time. During a voice call update, the client shall have the option of canceling or confirming their trips for the next day.

ATTACHMENT B

ACT vehicles

Bus#	Year	Make	Model	seats
*307	2010	International	Defender	24
*309	2010	International	Defender	24
310	2015	Ford	Phoenix	16
311	2015	Ford	Phoenix	16
312	2017	Ford	E-450	16
313	2017	Ford	E-450	16
314	2018	Ford	E-450	16
631	2008	Ford	Phoenix	8
1701	2017	Ford	E-450	12
1702	2017	Ford	E-450	12
1703	2017	Ford	E-350	8
1704	2017	Ford	E-350	8
1801	2018	Ford	E-350	8
1802	2018	Ford	E-350	8
1850	2019	El Dorado	E-Z Rider II	32
1900	2019	Ford	E-350	12
2101	2021	Freightliner	Bus	26
2102	2021	Freightliner	Bus	26
2103	2021	Freightliner	Bus	26
2104	2021	Freightliner	Bus	26
2105	2021	Freightliner	Bus	26
2150	2021	Freightliner	Bus	31

2101 through 2105 are 30-foot buses.

1850 and 2150 are both 35-foot long.

***Buses next to be replaced with smaller Fords in 2022.**

ATTACHMENT C

REQUIRED FEDERAL CLAUSES

2 BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 U.S.C. 5323(h)

49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow down Requirements: The Buy America requirements flow down from NCTD to first tier Consultant, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance.

Buy America - The Consultant agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) 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 was amended by Section 3011 of the FAST Act (Pub. L. 114-94). 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 sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Consultants equipment purchases when Consultant's contract value exceeds \$150,000 in value. Consultant must submit to NCTD the appropriate Buy America certification 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 non-responsive. This requirement does not apply to lower tier sub-consultants.

EXCEPTION SPECIFIC TO THIS PROCUREMENT: NCTD is seeking Buy America compliant [bids/proposals] with this [RFP/IFB/RFQ]. However, NCTD holds a FTA Non-Availability Waiver that is applicable to this procurement. Accordingly, the inability to certify Buy America compliance on this procurement shall not result in the [bid/proposal] being deemed non-responsive. The requirement for the proposal to include a completed Buy America Certificate, however, is not waived by this exception.

6. ENERGY CONSERVATION REQUIREMENTS

42 USC. 6321, et seq.

49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their sub agreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS

33 USC. 1251

Applicability to Contracts

The Clean Water requirements apply to each Contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water - (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 USC. 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.

10. LOBBYING

31 USC. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 USC. § 1352(b)(5) and 49 CFR Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, PL 104-65 [to be codified at 2 USC. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 USC. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government-wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 USC. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 [to be codified at 2 USC. § 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 USC. 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 USC. 1352. Such disclosures are forwarded from tier to tier, 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 (PL 104-65, to be codified at 2 USC 1601, *et seq.*)]

(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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. § 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.

[Note: Pursuant to 31 USC. § 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 USC. 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

11. ACCESS TO RECORDS AND REPORTS

49 USC. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives, including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC. 5307, 5309, or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the _____

Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC. 5307, 5309, or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

4. Where any Purchaser, which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 USC. 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the Contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts, and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I <u>State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None None unless ¹ non-competitive award	Those imposed on state pass-thru to Contractor	None Yes, if the non-competitive award or if funded thru ² 5307/5309/5311	None None unless the non-competitive award	None None unless the non-competitive award	None None unless the non-competitive award
II <u>Non-State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes ³ Yes ³	Those imposed on non-state Grantee pass-thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

12. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - 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.

14. CLEAN AIR
42 USC. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts, which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

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. 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.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

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

Model Clause/Language

While no specific language is required, FTA has developed the following language.

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.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

31 USC. 3801, et seq.

49 CFR Part 31 18 USC. 1001

49 USC. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(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 US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(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 USC. § 5307, the Government reserves the right to impose the penalties of 18 USC. § 1001 and 49 USC. § 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.

21. TERMINATION
49 USC. Part 18
FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education) in excess of \$10,000 shall contain suitable provisions for termination by the grantee, including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the Contract may be terminated for default as well as conditions where the Contract may be terminated because of circumstances beyond the control of the Contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

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. 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 affected 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 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 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 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 ensure its completion within the time specified in this Contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other 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 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.

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 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.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 USC. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the Contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C, and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Allegany County Transit**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Allegany County Transit**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

24. CIVIL RIGHTS REQUIREMENTS

29 USC. § 623, 42 USC. § 2000

42 USC. § 6102, 42 USC. § 12112

42 USC. § 12132, 49 USC. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

ModeClause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying Contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC. § 12132, and Federal transit law at 49 USC. § 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:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC. § 2000e, and Federal transit laws at 49 USC. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, 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.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC. § § 623 and Federal transit law at 49 USC. § 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.

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

(3) 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.

25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1E

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages, or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

ModelClauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of Contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract, which is not resolved by Agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [Transit Chief]. 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.

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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (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 hereunder 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.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

- a. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. **A separate contract goal of 0% DBE participation has been established for this procurement.**
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as **Allegany County Transit** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

Award of this Contract is conditioned on submission of the following **concurrent with and accompanying sealed bid**

1. The names and addresses of DBE firms that will participate in this Contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the Contract as provided in the prime Contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above **with initial proposals** (see 49 CFR 26.53(3)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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

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

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - 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 4220.1E, 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 of Allegany County Transit's requests, which would cause it to be in violation of the FTA terms and conditions.

APPENDIX A
CURRENT HARDWARE/SOFTWARE/NETWORK

Current Environment:

Allegany County Transit's existing computer-aided dispatching is an on-premise installation of RouteMatch Software TS 5.2.5 with (4) dispatch and (2) administrative windows desktop computers.