

***Request for Proposals
for
Turnkey Transit Management Services***

Due: September 26, 2025

***Twin Cities Area Transportation Authority
275 E. Wall St.
Benton Harbor, MI 49022***

Proposal Request No. 25-004



PUBLISH: August 11, 2025

REQUEST NO. 25-004

REQUEST FOR PROPOSALS

Twin Cities Area Transportation Authority, Requests Proposals for
Turnkey Transit Management Services

Proposals shall be received by Mark Epps, Procurement Manager by **September 26, 2025**.

The RFP is available online at <https://www.mywaythere.org/tcatabusiness.asp>

Twin Cities Area Transportation Authority reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of TCATA.

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Request for Proposals for Turnkey Transit Management Services

Section 1 General Instructions

1.01 Purpose

This Request for Proposal (RFP) is issued by the Twin Cities Area Transportation Authority (hereinafter referred to as “TCATA”). The purpose of this Request for Proposal (RFP) is soliciting proposals to provide Turnkey Transit Management Services from a qualified, experienced, and innovative Firm(s) interested in partnering with TCATA to provide a more responsive, data-driven, and technology enabled transit system.

TCATA considers this RFP’s definition of success to be securing a transit management partner who will enhance the customer experience across TCATA’s network and the larger urbanized service area by:

1. Optimizing service based on data-driven needs
2. Implementing modern interconnected technology across all operations.
3. Providing safe and reliable service for at least 3 year minimum with the option of 2 (1)year renewals.

Proposers have the option of submitting as, but not limited to, a management company or any combination of Firms or Partnerships to provide Turnkey Transit Management Services.

TCATA is open to all proposals and solutions that could be presented by proposing firms. These could include an “as is” approach to maintaining the current route design and operations of both the fixed-route and paratransit systems, a complete implementation for pivoting the transit system to a different method of operations of the transit system, or a proposed phased-in approach to modifying the current system with a hybrid mix of elements of the existing system and new services.

The RFP process will conclude with negotiation of a management contract with a qualified Firm(s) for Transit Management Services.

1.02 Contact

Mark Epps, Procurement Manager, is the TCATA RFP point of contact. Unauthorized contact regarding this RFP with other TCATA employees may result in the offending vendor being disqualified.

Mark Epps, Procurement Manager

Phone: 810-397-4884

Email: mepps@tcatabus.org

1.03 Schedule

The dates noted represent TCATA's best estimate of the RFP schedule. If a schedule component such as the proposal receipt deadline is delayed, the rest of the schedule will be shifted by the same number of days.

The RFP schedule is as follows:

- RFP issued: August 11, 2025
- Pre-proposal meeting: August 19, 2025, 2 p.m.
- Site Visit: August 26, 2025, 11 a.m.
- Deadline for questions: August 29, 2025, 5 p.m.
- Q&As Posted: September 5, 2025
- Proposals due: September 26, 2025, 5 p.m.
- Review of Proposals: September 29-October 3, 2025.
- Presentations: October 6-October 10, 2025.
- Intent to Award: October 29, 2025
- Execute Contract: November 17, 2025
- Pre-Start Transition: January 2, 2026-March 30, 2026
- Contract Start Date: April 1, 2026

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Proposals must be received by the Procurement Manager, Mark Epps via email at mepps@tcatabus.org no later than **5 p.m., Eastern standard time, on September 26, 2025**. Proposals will not be publicly read at the opening. Proposals received after the deadline will not be considered.

1.05 Questions and Addenda

There will be a virtual pre-proposal meeting on **Tuesday, August 19, 2025**, at 2 p.m. (EST). If your Firm is interested in attending this meeting, please email Mark Epps at mepps@tcatabus.org and an invitation will be sent to the point of contact listed in your email.

TCATA will conduct a facility walk through on August 26, 2025 at 11 a.m (EST). Please RSVP to TCATA procurement manager Mark Epps at mepps@tcatabus.org.

Questions regarding this RFP must be submitted in writing to Mark Epps, Procurement Manager, at mepps@tcatabus.org. The deadline for questions is 5 p.m., Eastern standard time, on **Friday August 29, 2025**. Answers to questions will be posted to the TCATA website by **Friday, September 5, 2025**, at 5 p.m. Eastern standard time.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers.

Responding Firms are prohibited from communicating in any other manner about this project with any other TCATA employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Procurement Manager. Other means of communications or contact may disqualify the submitting Firms.

Section 2 Scope of Services

2.01 Introduction

TCATA's system is a critical component of enhancing residents' quality of life, improving accessibility, and fostering sustainable urban development.

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified, experienced, and innovative transit management Firm(s) interested in partnering with TCATA to comprehensively reimagine, plan, implement, and administer our public transit system including fixed-route services, paratransit services, on-demand services, and micro-transit services.

Among current TCATA challenges that impact transit service are:

- Operations Staffing
- Low-income customer base
- Positioning public transit as a day-to-day option for all economic classes
- Adapting to customer connected, data led approach
- Right-sizing fleet mix—quantity and capacity
- Integrating customer payment solutions
- Creating a positive, customer engaged experience

- Ability to connect transit services with local businesses
- Strategic service expansion.

The selected Firm(s) will be expected to work collaboratively with TCATA to execute a comprehensive, forward-thinking, and adaptable transit plan that addresses current challenges, anticipates future needs, and integrates seamlessly with TCATA's Federal Transit Administration (FTA) urbanized area. It is the plan of TCATA to have minimal staffing and minimal operational support for the selected vendor.

Upon completion of the proposal, the Firm(s) is expected to operationalize, either in-part (in partnership with other companies), or entirety, the various aspects of the Firm(s) proposal.

As a part of this process, the Firm(s) will be required to present to TCATA the Firm(s) plan for our transit system addressing the challenges as presented here in the RFP, the operational approach, the response to the requirements described in the Scope of Service (Section 2), and the Proposal Format and Content (Section 3) outlining the transit management service arrangement.

The management agreement resulting from this RFP will be solely with TCATA.

2.02 Background

TCATA was established in 1974 as a Michigan Public Act 55 Authority to serve the Twin Cities area's transportation needs. At its founding, TCATA was comprised of The City of Benton Harbor, City of St. Joseph, Benton Township, Lincoln Township, and St. Joseph Township. These municipalities serve as the core of TCATA's service area. The City of Benton Harbor remains as the only active Authority member. As a result of this history, TCATA maintains a close relationship with the City of Benton Harbor as it creates development plans.

TCATA's federally designated urbanized area (UZA) is classified as a small urban transit system which lies on Southwest Michigan's coastline; just 50 miles from Chicago, IL, and along Amtrak's Pere Marquette and Wolverine lines. In addition to a full-time population of 50,000+, tens of thousands of tourists visit TCATA's UZA annually to explore the region's stunning beaches, shop, and enjoy St. Joseph's acclaimed art fair.

In response to the growing urbanized area, TCATA is seeking a phased service area expansion to serve the entire 2020 urbanized area as well as provide agile mobility responding to changing community needs (See Appendix A).

A. Current Services

TCATA provides public transportation services to the Benton Harbor-St. Joseph area. It currently offers the following transit options:

- **Fixed-Route Services:** A shared ride, public transportation service that follows a defined route, picking up and dropping off passengers at designated stops. The fixed-route buses will also [flex](#) along its route. Find more information about the fixed-route system here: <https://www.mywaythere.org/fixedroute.asp>. These regularly scheduled bus routes connect popular destinations, including commercial, medical, and residential areas.
- **Demand-Response Services (Dial-A-Ride):** Curb to curb same day services within the City of Benton Harbor, St Joseph, St. Joseph Township, Benton Charter Township, and to and from the Royalton Township medical offices. Pick-up times are subject to ridership load. This curb-to-curb service is available to the public with accommodation for seniors and individuals with disabilities.
- **ADA Paratransit Services:** Complementary paratransit is an origin-to-destination transportation service for qualifying persons with disabilities who, because of a disability, cannot use the existing fixed-route service. Within the region, TCATA is the only public transit system that provides complementary paratransit services, TCATA ACCESS Paratransit Service: <https://www.mywaythere.org/paratransit.asp>. This complementary paratransit service is provided in compliance with the Americans with Disabilities Act (ADA).

B. Fleet and Facilities

- **Fleet Composition:** TCATA operates a 24 vehicle fleet including cutaway buses and transit vans. An additional four vehicles are utilized for non-revenue service, including a tow truck capable of towing any revenue vehicle. A fleet roster is provided in Appendix C.
- **Maintenance Facilities:** TCATA owns and maintains an operations and maintenance facility in Benton Harbor (275 E Wall St, Benton Harbor, MI 49022), which includes maintenance and wash bays, administrative offices, dispatching centers, vehicle storage, and employee parking.
- **Technology & Equipment:** TCATA's current fleet is equipped with GPS tracking, two-way radios, internal and external cameras, and cash fare collection systems. Currently GTFS is available on fixed routed vehicles and GPS is equipped in all service vehicles. There is no CAD/AVL system for fixed routes and no optimizing demand response routing software.

C. Current Workforce

- **Total Employees:** TCATA currently employs 43 staff members, including 25 bus operators, 10 dispatch personnel, 5 maintenance personnel, and 6 administrative staff.
- **Union Representation:** Certain segments of TCATA's workforce are represented by American Federation of State, County and Municipal Employees (AFSCME Michigan), AFL-CIO Local 2757.03. The current labor agreement is effective through September 30, 2026. The selected contractor is encouraged but not required to contract with the Union. Per union contract, "TCATA has the right to sub-contract all or any part of the business provided, however, that before sub-contracting all or any part of the work normally performed by bargaining unit employees, the Employer will give written notice to the Union of its intention to subcontract, and, if the Union so requests, the Employer will meet with the Union to discuss the impact of such subcontracting upon the members of the bargaining unit. Except where unusual circumstances do not permit the Employer to do so, such written notice shall be given seven (7) days prior to sub-contracting the bargaining unit work."

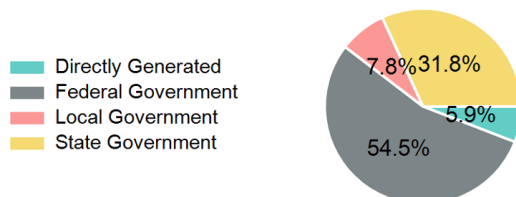
D. Service Needs

TCATA seeks to enhance service efficiency, expand transit coverage for its customers, and provide greater access to community facilities and regional destinations across Southwest Michigan. TCATA prioritized needs include:

- Upgraded customer-facing technologies, including customer-facing smartphone app, including real-time vehicle location tracking, mobile payment options, and ride hailing.
- Modernization of scheduling and dispatching systems
- Aligning TCATA's service areas to meet expanded urbanized areas within the Benton Harbor/St. Joseph and Southwest Michigan area.
- Comply with FTA requirements for vehicle State of Good Repair and TCATA Vehicle Maintenance program.
- Comply with TCATA Facility maintenance program.

E. Financial Overview & Grant Funding

Operating Funding Sources



- **Operating Budget:** TCATA currently operates with an annual budget of approximately \$2.4 million, funded through a combination of local, state, and federal sources, as well as passenger fares. Moving forward, TCATA seeks to expand revenue through new opportunities that do not compromise existing funding streams. (e.g. additional local share, advertising, sponsorships, etc.)
 - Federal Transit Administration (FTA) Section 5307 (Urbanized Area Formula Program). TCATA's "Small Urban" designation allows these funds are used to offset operational costs. Also, under the section 5307 program, funds may be allocated for fleet, facility renovations, and professional services. Specialized mobility and discretionary grants, as available such as 5339 and flex funds
 - Michigan Department of Transportation (MDOT) support from the Local Bus

Operating Assistance Program

- Local millage and municipal contributions from the City of Benton Harbor (1.25 mills)
- Directly generated revenue from fares, advertising, sponsorships, and other streams.

Section 3 Proposal Format and Content

3.01 Submittal Requirements

Prior to submittal of the RFP response, potential respondents are required to submit a letter of intent to TCATA acknowledging receipt of the RFP and informing TCATA of its intent to respond. The potential respondent should also provide the name, address, telephone number, and email address of a contact individual who can address inquiries related to this RFP and the Management Company's proposal. This contact would also receive any clarifications or additions to the RFP from TCATA.

Questions concerning this RFP should be submitted in writing and may be sent via email to Mark Epps, Procurement Manager at mepps@tcatabus.org. Responses to questions will be provided in writing and posted to TCATA website and provided to all known candidates who have submitted a letter of intent.

For uniformity, all respondents are required to submit information in the order and format requested in this RFP. Failure to do so may cause the proposal to be deemed nonresponsive to the RFP. Information requested in the RFP, which is deemed privileged information and confidential by the Management Company, may be submitted in a separate e-mail marked "Privileged and Confidential Information." TCATA will use its best efforts to protect such information from disclosure to the extent allowable by law. There will be no release of information until the selection process is complete and a contract has been entered into.

Required Proposal Format

1. Cover Letter. The cover letter will include the following items:

- The identity of the Management Company and any partners, consultants, or contractors included as part of the response.
- The contact information of individuals involved in the preparation of the RFP response along with their relationship to the Management Company.
- A statement confirming that the Management Company and any partners has sole and complete responsibility for performing the services as defined in the RFP and any addenda issued to this RFP.
- A statement signed by a representative authorized to legally bind the Management Company and its partners, which shall include an identification of the Management Company as a corporation or other legal entity.
- The name, email, and telephone number of a contact person.
- Please list the names of all full-time nonresident staff that will be available to support the engagement. Identify their expertise and if possible, provide a resume that details their work for similar transit systems.
- Identify any part-time or independent contractors who are available from your Firm to support this engagement; i.e., On-demand, Paratransit, and/or Microtransit Service Providers (as a future service), please specify their expertise and relevant experience.

2. Table of Contents.

3. Debarment and Suspension Certification (see Appendix E for form).

4. Proposer Basic Data/Affidavit (see Appendix D for form).

5. Certification Regarding Lobbying (see Appendix E for form).

6. Management Company Profile. To be able to evaluate the Management Company's ability to fulfill the contract, provide the following data and lists of information:

- Data describing the Management Company's organization date of incorporation, ownership, corporate office, number of years in business, size of business, services offered, operating philosophy, financial performance, and current financial status. At a minimum, this will include the submittal of a current audit statement that indicates net worth, profit and loss and general financial condition, and the level of general and vehicle liability insurance. If requested by the Management Company, this financial information will be kept confidential unless disclosure is ordered by a court of competent jurisdiction.

- The Management Company must be able to secure bonding for surety of performance.
- In addition, proposals will be evaluated for credibility of implementation within its scheduled time frame, the proposed cost, and the contract specifications.
- A list of all similar-sized transit operations currently under contract by the proposer. Include name, address, and services provided, and the name, title, address, telephone number, and email address of the project contact or contract administrator.
- Provide TCATA with a comprehensive list of contracts that have not been renewed with the Management Company since January 1, 2018. Include name, physical address, and type of services provided, plus the name, title, address, telephone number, and facsimile number of the project contact or contract administrator.

7. Overall Proposed Management Plan—Provide the following information:

- Provide customized plan(s) to TCATA including: possible management structure(s), details on implementation, timeline, execution, administration, and any relevant information needed to bring the Company(s) vision to life and address the challenges for TCATA today, while propelling TCATA's future.
- Describe how you have implemented high-quality services and sustained positive customer experience in other markets. Discuss your company's customer service approach. Provide the KPI's vendors will track and report to TCATA as part of their approach to deliver high quality service.
- Describe how your Company has helped other transit systems think differently, reimagine transit services, or develop incentive-based approaches to improving transit services, enhancing the transit experience, and developing efficiencies in providing services.
- Provide a sample of the proposed management agreement or agreements for each possible management structure and the fee structure associated to each management structure and operations approach.
- Suggest strategies that TCATA can use to measure operation performance and propose any incentive-based performance management structures.
- Describe how staff will be recruited, organized, and trained. Submit a résumé for the proposed management for proposed management structure or solution (See current organization chart). Vendors should describe their approach for using and/or not using existing TCATA employees.

8. Ability to Meet Management Expertise Requirements

- Firm(s) should provide, but not limited to, proven expertise in the following areas:
 - Operations
 - Safety and Training
 - Fleet and Mobility Management
 - FTA Compliance
 - Finance, Procurement, and Accounting
 - Human Resources, Payroll, and Labor Negotiations
 - Marketing and Communications
 - Policy Development and Implementation
 - Revenue Generating Solutions and Fare Policy
 - Data-Driven Service Analysis and Improvements
 - Fostering Relations with Ridership and Business Community

Proposing Firm(s) should provide in their proposal possible management structure(s) to support the proposed transit management services.

9. Management Fee and Term of Contract

- Propose a Transit Management Service arrangement between TCATA and Company commencing on January 2, 2026.
- Outline, in detail, all financial commitments expected from TCATA.
- Project all financial commitments expected from TCATA for the life of the proposed arrangement, by year, for up to five years.

10. Ability to Meet FTA Regulations—The selected proposer or proposers will be required to meet insurance requirements, the 2% DBE goal established by FTA, Title VI, ADA, Equal Employment Opportunity, Buy America, Drug and Alcohol testing requirements, and all applicable local, state, and federal laws and regulations. The qualifications of management personnel to oversee these requirements will be examined. Each proposal must outline how these regulations will be met.

11. Technology Implementation- Contractor shall procure and deploy the following turnkey solutions:

- CAD/AVL system for dispatch and service monitoring.
- Electronic fare collection system, including mobile payment options.
- Customer-facing mobile application for trip planning and real-time vehicle tracking.

12. Other Requirements- *Service Expansion and Revenue Generation plan-*

- Generating additional revenue from providing expanded services to adjacent and new communities, service to new destinations and the possibility to create new partnerships TCATA is also open to a future partner to evaluate the feasibility of generating new revenue through future advertising partnerships. TCATA is open and willing to share new revenue generated excluding government appropriations and fares with the selected vendor
- A phased approach to expanding the service area in alignment with the 2020 urbanized area needs (see Appendix). TCATA believes a phased approach is the best method to expand our service area for financial sustainability and operational readiness. This area contains medical facilities and commercial/retail establishments that are currently unserved by public transit service.
- A phased approach to expanding the service area in alignment with the 2020 urbanized area (see Appendix). This area contains communities along the Lake Michigan shoreline that are underserved by public transportation today. This area also includes popular destinations such as many Lake Michigan beaches, wineries, and a casino complex.
- Planning for future regional express connections, including but not limited to, South Shore Commuter Rail Line (NITCD), South Bend, Indiana/Notre Dame campus, and other Southwest Michigan destinations.
- Improve integration with Southwest Michigan Regional Airport (BEH).
- Improve integration with St. Joseph and New Buffalo Amtrack stations.

Other. This section shall contain information the Management Company would like to present concerning the abilities of their Company that is not listed under the previously listed items.

Section 4 Proposal Review and Interview Selection

4.01 Selection Criteria

Upon receipt of the proposals, an evaluation team will determine the best proposal(s) deemed most qualified based on the following criteria:

Selection criteria will be based on:

Evaluation Criteria (100-Point Potential Score)

	Description	Relevance
Cost Proposal	Is the proposed expense presented in a clear and understandable manner? Does the proposal provide a sustainable long-term model for cost effective service?	30
Company's experience, financial viability, and approach to transit management services.	Did the Company demonstrate its capability to support the transit services being proposed?	25
Company's experience with FTA and MDOT/and or State DOT Compliance	Does the Company demonstrate a thorough understanding of FTA Reporting requirements and MDOT and or State reporting requirements.	15
Revenue Generation and Service Expansion Plan	Does the Company demonstrate a thorough understanding of the opportunities and challenges for Benton Harbor, MI and surrounding areas and does the company provide a clear, executable, and effective understanding and plan for revenue generation and service expansion.	15
Technology Implentation Plan	Does the Company provide a solid technology implementation plan. Will the plan provide efficient operations and improve customer experience?	15

The evaluation team will rely on the qualitative information contained and presented in the proposals, the reference checks made, and the ability to work well with TCATA

stakeholders to select the most qualified Company to provide services for the TCATA.

Proposals lacking required criteria will be deemed non-responsible and non-responsive and may not be considered.

Upon review of the proposals, the TCATA will score the proposals and may short list and may interview the highest-ranking Firms. Upon completion of the interviews, the highest-ranking Firm or Firms may be asked to enter into contract negotiations with the TCATA. If an agreement cannot be reached with the highest ranked Firm or Firms, the TCATA may move to the next highest ranked Firm or Firms. The same process will be repeated with the other ranked Firm or Firms if no such agreement can be reached. The TCATA reserves the right to not select a Firm or Firms as part of this process if an agreement cannot be reached or for any other reason.

4.02 Special Conditions

TCATA reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and the Management Company that, in TCATA's sole discretion, is in the best interests of TCATA.

1. TCATA reserves the right to:
 - a. Amend, modify, or withdraw this RFP;
 - b. Revise any requirements under this RFP;
 - c. Require supplemental statements of information from any responding party;
 - d. Extend the deadline for submission of responses hereto;
 - e. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein;
 - f. Waive any nonconformity with this RFP;
 - g. Cancel, in whole or in part, this RFP if TCATA deems it is in its best interest to do so;
 - h. Request additional information or clarification of information provided in the response without changing the terms of the RFP; and
 - i. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked management company.
2. Nothing stated at any time, by any representative of TCATA, will effect a change in, or constitute an addition to, this RFP unless confirmed in writing by TCATA.
3. Respondents hereto must agree to keep confidential their response and any information received from TCATA.
4. All information submitted in response to the RFP shall become the property of TCATA, and as such, may be subject to public review as public records.
5. Respondents acknowledge and agree that TCATA will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred by the respondent or any member thereof as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to TCATA's acceptance or nonacceptance of the proposal.
6. TCATA shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from an authorized representative of TCATA.
7. Neither TCATA nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this RFP

(including appendices). All respondents are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a response to the RFP is at the sole risk of the respondent.

8. The respondent shall not collude in any manner or engage in any practices with any other respondent(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause TCATA to reject the respondent's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.
9. All responses submitted must be the original work product of the respondent. The copying, paraphrasing, or other use of substantial portions of the work product of another respondent is not permitted. Failure to adhere to this instruction will cause TCATA to reject the response.
10. The successful respondent will be required to enter into contract by signature on separate contract documents, which will be prepared by TCATA from information in the RFP and the successful respondent's proposal.
11. Any respondent may protest such recommended award in accordance with FTA Circular 4220.1F.

4.03 Contract Award

It is TCATA intent to enter into a contract with a Firm or Firms who best demonstrate the ability to provide all or some of the services that best fit the need of TCATA. The max term for the contract is up to 5 years. After review of the proposals, if TCATA decides to not enter into a contract, TCATA will notify all Firms.

Section 5 Standard Proposal Information

5.01 Authorized Signature

An individual authorized to bind the Firm to the provisions of the RFP must sign all proposals. Electronic signatures are acceptable.

5.02 TCATA Not Responsible for Preparation Costs

TCATA will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

5.03 Proprietary Information

Excluding proprietary information, the successful Firm's proposal and contract are deemed public records and shall be available to the public upon request. In addition, TCATA shall maintain a "Register of Proposals for this Contract," which shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract.

5.04 Conflict of Interest

Firms must disclose any instances where the Firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by TCATA). TCATA reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Firm's proposal. TCATA's determination regarding any questions of conflict of interest is final.

5.05 Firm's Certification

By signature on the proposal, the Offeror certifies that it complies with:

- The laws of the state of Michigan.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Firm and/or any individuals working on the

contract do not have a possible conflict of interest (e.g., employed by TCATA and/or the City of Benton Harbor)

If any Firm fails to comply with the provisions stated in this paragraph, TCATA reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

5.06 No Contact Policy

Any contact with any TCATA representatives (other than already contracted business), related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your Firm from this procurement.

5.07 Indemnification

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless TCATA including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Firm's performance of the agreement or any other agreements of the Firm entered into by reason thereof. The Firm shall indemnify and defend TCATA including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the Firm, its subcontractor, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The Firm agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

5.08 Insurance Requirements

The Firm shall secure the insurance specified below. All insurance secured by the Firm under the provisions of this section shall be issued by insurance companies acceptable to TCATA. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to TCATA upon execution of this agreement.

1. General liability insurance-\$5,000,000 ultimate net loss each occurrence.
2. Automobile Liability Insurance-\$5,000,000 ultimate net loss each occurrence
3. Workers' compensation insurance providing the statutory limits required by Michigan law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$5,000,000 each accident, \$5,000,000 disease-policy limits, \$5,000,000 disease policy limit. The required limit may be met by excess

liability (umbrella) coverage.

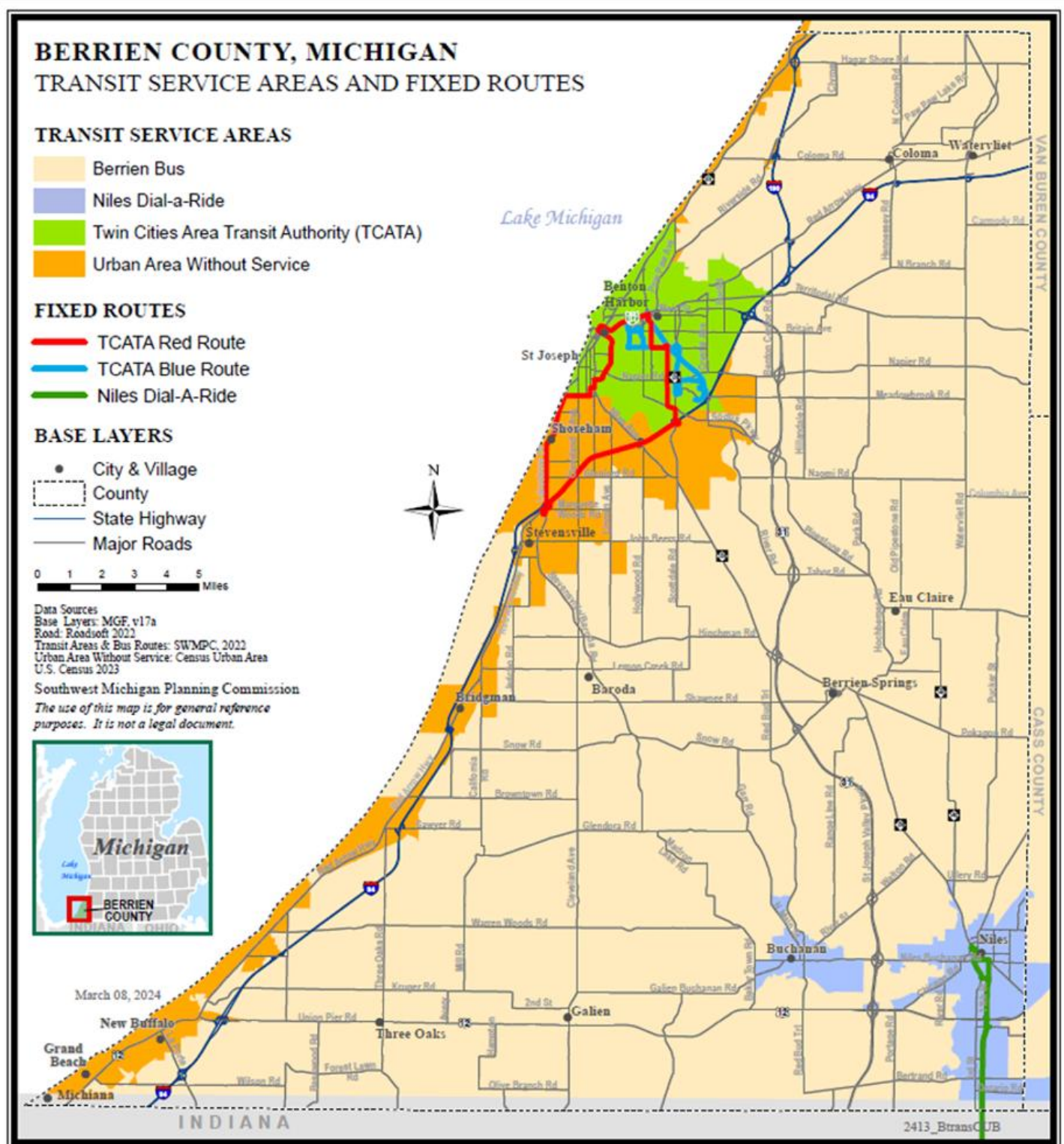
4. Professional liability insurance providing occurrence basis coverage for the claims that arise from the errors of the Firm or its consultants, omissions of Firm or its consultants, failure to render a service by the Firm or its consultants, or the negligent rendering of the service by the Firm or its consultants in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. If occurrence form insurance is not available, claims made coverage shall be maintained for two years after final completion of the services. TCATA does not represent that the above coverages and limits are adequate to protect the Firm or its consultant's interest and assumes no responsibility therefore.
5. Loss or breach of data liability coverage/cyber liability insurance covering third-party (including TCATA employees) privacy liability claims resulting from theft, loss, or unauthorized display/use of confidential information, such as confidential third-party corporate and/or personally identifiable information in its care, custody, or control (electronically, on paper, or on a laptop). Such insurance must include coverage for a Firm's employee causing the loss or breach. Coverage shall also be provided for liability arising from any confidential information that will be transferred or any transactions that will occur over the Internet (including breach of confidentiality or credit injury to any TCATA customer or vendor arising out of these Internet activities). The aggregate limit shall be \$1,000,000. If coverage is written on a claims-made basis, Firm warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this agreement; and that continuous coverage will be maintained or an extended discovery period will be purchased for a period of one (1) year beginning when the services under the contract are completed. TCATA shall be named as an additional insured.

5.09 Nonappropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this Agreement, this Agreement shall impose no obligation on TCATA for payment. This Agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Contractor, its successors or assignees, for any further payments.

This section shall be binding on all subcontractors or suppliers.

Appendix A-Service Area



Appendix B-Fares and Information



6-20-2025

TCATA FARES

Door to Door (Dial-a-Ride)

Travel between the City of Benton Harbor (BH) and the Surrounding Municipalities (SMs)
(excludes Royalton Township)

	From BH to BH or SMs	From SMs to SMs or BH
Regular	\$3	\$5
Seniors (over 59 yrs.)	\$2	\$3
Disability Certifeid	\$2	\$3
Children (under 12 yrs.)	\$2	\$3

Travel between Royalton Township (RT), the City of Benton Harbor (BH), and the Surrounding Municipalities (SMs)

	From BH to RT	From RT to RT, BH, or SMs
Regular	\$5	\$8
Seniors (over 59 yrs.)	\$3	\$5
Disability Certifeid	\$3	\$5
Children (under 12 yrs.)	\$2	\$3

Blue and Red Line

	All Riders
Regular	\$2
Seniors (over 59 yrs.)	\$1
Disability Certifeid	\$1
Children (under 12 yrs.)	\$1

**** Surrounding Municipalities** includes all municipalities TCATA's current service area except Royalton Township and the City of Benton Harbor.

Included: Benton Township, Saint Joseph, Saint Joseph Township, Stevensville, etc.

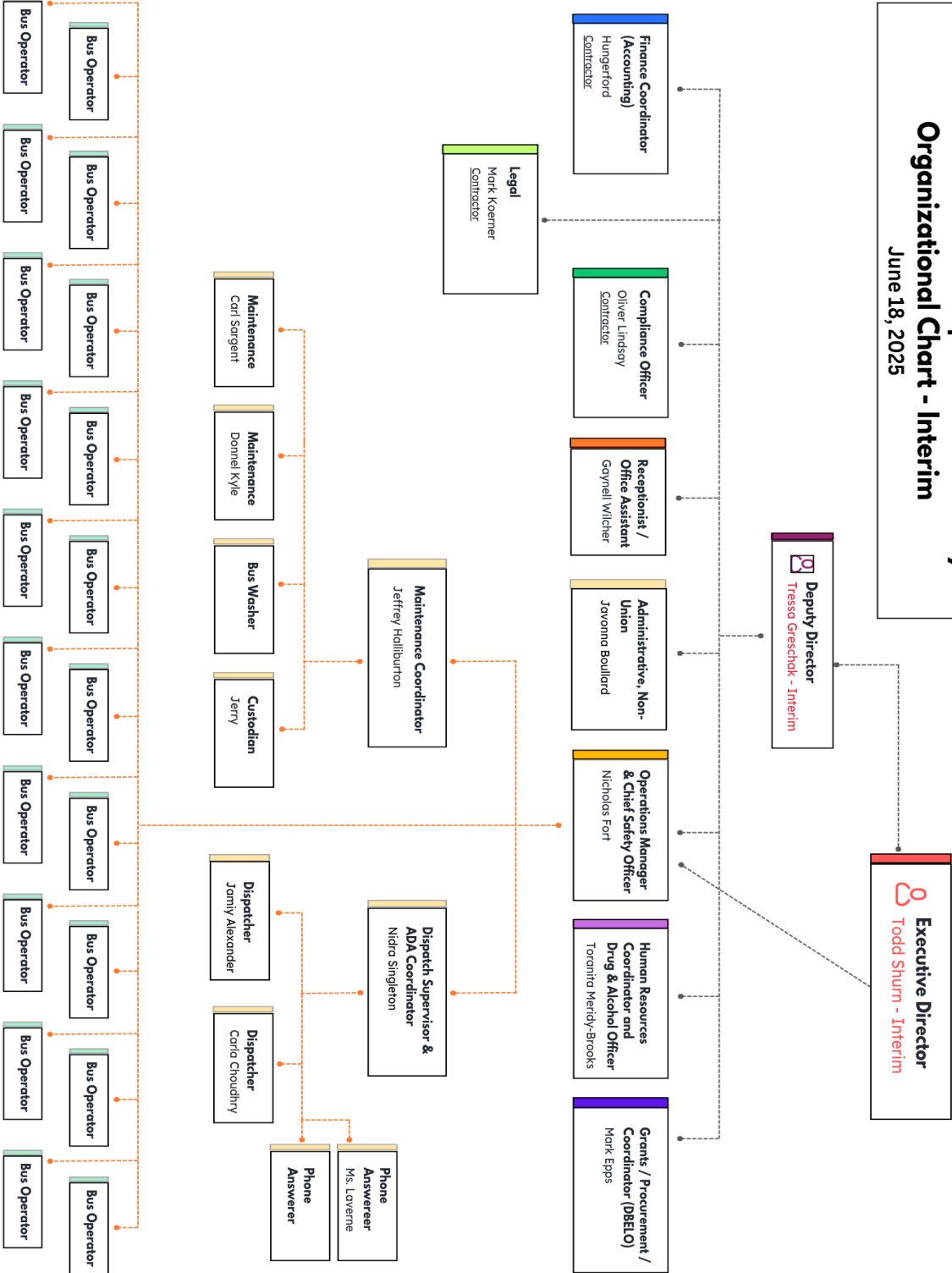
Questions? Reach out to us at office@tcatabus.org or (269) 927-2268.

Appendix C -Fleet Information

Vehicle #	Year, Make, Model	Propulsion	Mileage (as of 8-11-2025)	Vehicle Style
47	2021 Freightliner Tow Truck	Gas	4,996	Tow Truck
46	2019 Dodge Ram 2500	Gas	40,885	Pickup
48	2020 Ford Fusion	Gas	30,160	Car-Sedan
49	2020 Ford Fusion	Hybrid	71,488	Car-Sedan
4	2014 Dodge Grand Caravan	Gas	59,212	Passenger Van
33	2017 Dodge Mini-van	Gas	43,348	Chauffeur Van
34	2017 Dodge Grand Caravan	Gas	39,542	Chauffeur Van
35	2018 FordE450	Propane	185,731	Cut Away
36	2018 Ford E450	Propane	135,339	Cut Away
37	2018 Ford E450	Propane	152,244	Cut Away
38	2018 Ford E450	Propane	140,325	Cut Away
39	2018 Ford E450	Propane	151,166	Cut Away
40	2018 Ford E450	Propane	153,368	Cut Away
42	2018 Ford E450	Propane	133,957	Cut Away
43	2018 Ford E450	Propane	170,296	Cut Away
45	2020 Ford E450	Gas	204,626	Cut Away
50	2021 Ford E450	Gas	214,291	Cut Away
51	2021 Ford E450	Gas	191,297	Cut Away
54	2024 Ford E450	Gas	70,135	Cut Away
55	2024 Ford E450	Electric	15273.6	Chauffeur Van
56	2024 Ford E450	Electric	23985.2	Chauffeur Van
57	2024 Ford E450	Electric	20631.9	Chauffeur Van
58	2024 Ford E450	Gas	20,816.60	Chauffeur Van
59	2024 Ford E450	Gas	18,132	Chauffeur Van
60	2024 Ford E450	Gas	18962	Chauffeur Van
61	2024 Ford E450	Gas	15,537	Chauffeur Van
62	2024 Ford E450	Gas	19,547	Chauffeur Van
63	2024 Ford E450	Gas	13,088	Chauffeur Van

Appendix D-TCATA Organizational Chart

Twin Cities Area Transportation Authority Organizational Chart - Interim June 18, 2025



Appendix E

Proposer Basic Data

Please complete the requested information on the form using additional pages where space is not adequate. Please be brief and to the point.

Proposer hereby makes the following proposal, representations, and certifications.

1. Legal status (sole proprietorship, partnership, joint venture, corporation, or other):

2. Nature of Firm's business: _____

3. Date Firm started business: _____

4. Years of experience in providing similar service: _____

5. Ownership of Firm: Identify those who own five percent or more of the Firm's ownership.

Name	Years of Ownership	Ownership Percentage	Voting Percentage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Control of Firm: Identify by name and title in the Firm those individuals (including owners and nonowners) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

A. Financial decisions: _____

B. Management decisions, such as

1) Estimating: _____

2) Marketing and sales: _____

3) Hiring and firing of management personnel: _____

C. Supervision of field operations: _____

7. Has your Firm been cited or fined over the past five years from any regulatory agency for accidents caused by improper maintenance? If yes, give details.

8. Is there any recent, current, or pending litigation involving your Firm due to accidents, which have resulted in death or injury from operation of a Transit system? Recent will be defined as any judgments entered or settlement reached within the past five years which resulted in a dismissal of a lawsuit. If yes, specify court and number of the case.

9. Are there any past, current, or pending financial/legal issues that might jeopardize your Firm's ability to provide the required services at the compensation figures quoted by you for the three-year or five-year period? If yes, give details.

10. If the proposer is a partially or fully owned subsidiary of another Firm, an appropriate statement must be included identifying all levels of corporate management required to approve contracts relating to any project resulting from the proposal.

11. Name, address, and phone number of bonding company, if any:

Bonding limit: _____

Sources of letters of credit, if any: _____

12. Name, address, and phone number of insurance carrier: _____

Coverage levels: _____

13. Are you authorized to do business in the state as well as locally, including all necessary business licenses? _____

14. Federal Tax ID Number: _____

Appendix E - Affidavit

"The undersigned swears that the foregoing statements are true and correct and include material information necessary to identify and explain the operations of _____ as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the grantee current payment therefore, and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records, and files of the named Firm. Any material misrepresentation will be grounds for termination of any contract that may be awarded for initiating action under federal or state laws concerning false statements."

NOTE: If, after this form and before the work of this Firm is completed on the contract, there is any significant change in the information submitted, you must inform the grantee of the change through the prime contractor or, if no prime contractor, inform the grantee directly.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____
Corporate Seal (where appropriate)

Date _____

State of _____

County of _____

On this _____ day of _____, 2023, before me, appeared

_____, to me personally know, he/she was properly authorized by _____ to execute the affidavit and did so as his/her free act and deed.

(Seal)

Notary Public: _____

My commission expires: _____

Appendix F - Federal Contract Clauses

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in

the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

CIVIL RIGHTS LAWS AND REGULATIONS

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

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

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f)

(1).

DEBARMENT AND SUSPENSION

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

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

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference.

Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed 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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

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

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

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

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

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

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1.U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2.Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3.Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

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

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

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

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

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

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

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,

- (5) press releases,
- (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such 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 Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of

Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and 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 Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

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

Termination for Convenience or Default (Cost-Type Contracts)

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

If the termination is for the convenience of Agency, 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Disputes:

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

Performance during Dispute:

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

Claims for Damages:

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

Remedies:

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

Rights and Remedies:

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

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION REQUIREMENTS

for Contracts over \$25,000. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the 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. The bidder or proposer certifies as follows:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, TCATA may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to TCATA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "Quotation," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact TCATA for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this Quotation that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by TACATA.
5. The prospective lower tier participant further agrees by submitting this Quotation that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration. TCATAFTA Certifications
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, TACATA may pursue available remedies including suspension and/or debarment. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Contracts over \$25,000). The contractor certifies, that neither it nor its "principals" as defined

in CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Date_____

Print Name of Authorized Official_____

Title_____

Signature of Authorized Official _____

Company Name _____

Company Address_____

SWORN AND NOTARIZED AFFIDAVIT OF COMPLIANCE IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012 All bidders must submit the following certification statement in compliance with Public Act No.517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid; bidders may file a certification statement with the TCATA that confirms compliance for all bids submitted in fiscal year 2025. By submitting this form to the TCATA, you are confirming that you are in compliance with the Act in relation to the submitted bid(s). The TCATA shall not accept a bid unless, and until, this sworn and notarized certification statement is submitted to the TCATA either as an attachment to a given bid, or, as filed with the TCATA to confirm compliance during fiscal year 2024. A certification statement filed with the TCATA for fiscal year 2024 will only be effective for bids submitted and dated from 10/01/2024 to 9/30/2025. The completed form will be kept on file in the purchasing department. The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the compliance certification requirement provided in the County of Berrien Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract. The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of the County of Berrien's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER: _____

Name of Bidder By: _____

Its: _____ Date: _____

STATE OF _____) COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by

_____,
Notary Public _____

County, _____

My Commission Expires: _ _____

Acting in the County of: _____

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

☐ 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.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Representative

Date

Printed Name and Title

Phone Number and Email Address

