

TWIN CITIES AREA  
TRANSPORTATION AUTHORITY  
2021 PHONE SYSTEM  
REPLACEMENT  
REQUEST FOR PROPOSALS

# Table of Contents

<b>1.0 RFP Introduction .....</b>	<b>2</b>
1.1 Introduction.....	2
1.2 About Twin Cities Area Transportation Authority Twin Cities Area Transportation Authority (TCATA).....	2
1.3 Project Objectives .....	2
1.4 No Obligation.....	2
1.5 RFP Schedule of Events.....	3
1.6 Pre-Qualification of Vendors .....	3
1.7 Minimum Qualifications.....	3
1.8 Incurred Expenses .....	3
1.9 Questions and Inquiries.....	3
1.10 Clarification and Discussion of Proposals .....	4
1.11 Amendments and Addenda.....	4
<b>2.0 Project Scope of Work.....</b>	<b>4</b>
2.1 Project Overview .....	4
2.2 TCATA Staffing & Project Contact .....	4
2.4 Current Environment.....	4
2.5 Definitions.....	5
2.6 Functional and Technical Requirements.....	6
General.....	7
Voicemail.....	7
Per Extension .....	7
Specific Requirements .....	7
Voice Mail as Digital Records Storage and Retrieval .....	7
2.7 Training Plan.....	9
2.8 System Documentation .....	10
<b>3.0 General Terms &amp; Conditions.....</b>	<b>10</b>
<b>4.0 Proposal Evaluation and Award .....</b>	<b>14</b>
4.1 Evaluation Process .....	14
4.2 Evaluation Criteria.....	14
4.3 Best and Final Offer.....	15
4.4 Notice of Award.....	15
<b>5.0 Submittal Response Format.....</b>	<b>15</b>
5.1 General Instructions .....	15
5.2 Cover Page and Executive Summary.....	17
5.3 Proposed System.....	17
5.4 System Support .....	18
5.5 Company Background and History.....	18

5.6	Functional and Technical Requirements Response .....	18
5.7	Sub-Contracting .....	19
5.8	References.....	19
5.9	Exceptions to Terms and Conditions .....	20
5.10	Required Forms.....	20
5.11	Price Proposal .....	20
<b>6.0</b>	<b>Contract Term.....</b>	<b>20</b>
<b>7.0</b>	<b>Proprietary Information .....</b>	<b>20</b>
<b>8.0</b>	<b>Disadvantaged Business Enterprise (DBE) Requirements .....</b>	<b>20</b>
<b>Attachments</b>		

## 1.0 RFP Introduction

### 1.1 Introduction

This Request for Proposal (RFP) is intended to solicit proposals from vendors capable of satisfying the Twin Cities Area Transportation Authority's (TCATA's) needs for a small to mid-size business telephone system. Vendors shall provide a response outlining the roll-out of a turnkey on-site PBX Voice over Internet Protocol (VoIP) telephone system. This document provides information to assist qualified responders in preparing their responses and to ensure a fair and accurate subsequent evaluation and comparison process. To that end, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the vendor.
- Specifies the desired format and content of proposals in response to this RFP.
- Outlines the TCATA's evaluation and selection criteria.
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected vendor.

This RFP, and the selected proposal in response to this RFP, will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "Vendor," "Responder" and "Contractor" are considered to have the same meaning.

### 1.2 About the TCATA

**Twin Cities Area Transportation Authority (TCATA)** is a small urban transit agency that provides fixed-route and Dial-A-Ride demand response bus transit service throughout the [Benton Harbor-Saint Joseph-Fairplain Michigan](#) Urbanized Area. It was established in 1974. It is funded through federal grants and state and local funds and is run by an appointed Board of Trustees with consultation from the Local Advisory Council made up of residents within the service area. Daily operations are managed by an Executive Director.

Twin Cities Area Transportation Authority currently has its Operations, Maintenance and Administrative offices at 275 East Wall Street, Benton Harbor, MI 49022.

### 1.3 Project Objectives

The Twin Cities Area Transportation Authority would like to replace the telephone system at the 275 East Wall St. location with a modern unified system. In doing so, the TCATA seeks to address several short comings in the current technology, including but not limited to:

- Limited or inadequate functionality in current systems particular Voice Mail options and the call center.
- Ability to control, setup, and change functions by TCATA internally without incurring additional expense.
- Reduce the overall cost of ownership and recurring expenses.

In order to address these objectives, the TCATA is initiating this plan to select and implement a suitable on-site PBX VoIP telephone system. Section 2.0, Project Scope, outlines the features and functionality desired in any proposed telephone system as well as all other related services bundled or part of a roll-out including reasonable warranty on equipment.

#### 1.4 No Obligation

This RFP implies no obligation on the part of TCATA and the authority reserves the right to reject all proposals.

#### 1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the TCATA will follow. TCATA has performed extensive planning work and intends to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum as specified in Section 1.11.

**Table 1: RFP Schedule of Events**

Event	Estimated by Date
RFP Published	June 22, 2021
Vendor/Responder Questions Deadline	July 13, 2021
RFP Submissions Deadline	July 20, 2021
Vendor/Responders Short List Published (via email)	July 27, 2021
Vendor/Responders Demonstrations / Negotiations	August 10, 2021
Contract Negotiations & Finalization of Installation Schedule	August 24, 2021

#### 1.6 Pre-Qualification of Vendors

No vendors are either pre-qualified or precluded from responding to this RFP unless currently debarred from doing so by the state of Michigan or the United States Federal Government. We will be using Sam.gov to determine if company is debarred.

#### 1.7 Minimum Qualifications

To ensure complete and fair consideration, proposals must adequately respond and conform in all material respects to the requirements stated by this RFP, and Responders shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include,

and may not be limited to experience, integrity, reliability, capacity, and other factors required to provide the services defined by the RFP.

### 1.8 Incurred Expenses

The TCATA shall not be responsible for any cost incurred by a Responders in preparing and/or submitting a proposal or participating in presentations as part of the evaluation process.

### 1.9 Questions and Inquiries

Paul Gillespie, Executive Director, shall be the sole point of contact for the purposes of this RFP. The following table provides the primary contact information. **Email correspondence is preferred to ensure all queries are properly documented and responded to.**

**Table 2: Point of Contact**

Point of Contact
Paul Gillespie
(269) 927-2268
pgillespie@tcatabus.org

All questions and inquiries related to this RFP must clearly reference the RFP, or attachment, page number and Section. Questions shall be concise and numbered. In accordance with the RFP Schedule of Events in Section 1.5, all questions must be received in writing no later than time and date specified in Table 1. Questions will be answered as soon as possible to allow Responders to comply with the requirements of Table 1, above. Only questions and answers published through addendum shall be binding.

### 1.10 Clarification and Discussion of Proposals

The TCATA may request clarifications and conduct discussions with any Responder who submits a proposal. Responders (and their associated vendors) must be made available by providing TCATA current contact information as deemed necessary.

### 1.11 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and copied via email to all active Responders in accordance with Table 1 (RFP Schedule of Events) in a timely manner. Only questions and answers documented in an addendum shall be binding. Each addendum issued shall be acknowledged and incorporated in the Responder's proposal.

## 2.0 Project Scope of Work

### 2.1 Project Overview

The TCATA is seeking proposals for a turnkey on-site PBX VoIP telephone system. The scope of this Request for Proposal (RFP) is for IP Phones, network equipment (if specifically required by vendor), IP Phone services, software (if any), warranty, and training.

## 2.2 Project Staffing

The TCATA intends to have its Executive Director and Grants/Procurement Manager allocating part-time to perform this roll-out.

## 2.3 Current Environment

**Network Infrastructure** - The TCATA network consists of the current main Administration office network being served via Comcast Deluxe 150 business internet, television, and phone system, currently using static IP -5,10/10MB symmetrical DSL/Cable service, via SonicWALL VPNs or best recommended devices based on size of bandwidth data needs (QoS). Each building will have a 1GB internal network connectivity between endpoints. The TCATA will require a standard mix of network routers and switches to support and manage the environment. The service provider may be an existing DSL/Cable provider or a fiber optic provider.

**Existing Systems** - The TCATA currently utilizes a single Comcast Deluxe150 circuit which is underutilized. This system is located at the 275 Wall St. location as described above and may be retired when TCATA completes a decision on this new system. There will be an approximate overlap period of 2 – 3 months with the old phone system which will remain a separate phone system.

## 2.4 Definitions

Term	Definition
<b>9-1-1 or “No More Calls Due to Weather” or Emergency Notification</b>	A process where, whenever an extension dials 911, or “no more calls due to weather” or emergency, an administrator is notified by either automated voice or text message containing the extension that dialed.
<b>Announcement Line</b>	A phone number that is not tied to a physical extension, and simply plays a recorded message (e.g., job line).
<b>Auto-Attendant</b>	A process that answers call to a Hunt Group, DID, or extension and provides an interactive menu of options for the caller (time limit for calls on hold)
<b>Auto-Dial</b>	A process where an extension automatically calls another extension or phone number when the handset is picked up. Administrator controlled.
<b>Busy Redial</b>	A process that allows an extension to repeatedly call another extension or phone

	number at regular intervals until it does not receive a busy signal.
<b>Call Center</b>	Ability for call center operations to be set up to function separately as a unit but controlled by administrator
<b>Call Flow</b>	A process that controls what happens with an incoming call. (e.g. Calls that ring an extension or Hunt Group that do not get answered after 4 rings go to voicemail/auto-attendant)
<b>Call Forwarding</b>	The ability to present forward a call to another extension or phone number.
<b>Call Queue</b>	A process by which, when all extensions in a Hunt Group or DID are busy, the system will place the caller in a queue to wait for the next available extension.
<b>Call Waiting</b>	The ability to place a call on hold and take an incoming call.
<b>Digital to Analog (D2A) device</b>	A device that allows an analog device to use a digital phone line.
<b>Day/Night Mode</b>	A feature that turns off the Hunt Groups at a certain time and presents a separate call flow.
<b>Dial in Direct (DID)</b>	A single phone number that rings on a single extension.
<b>Do Not Disturb (DND)</b>	An operational feature that is administrator controlled that prevents an extension from ringing. The call will follow the call flow designed for the extension.
<b>Extension monitoring</b>	The ability for one extension to see whether another extension is currently on the line.
<b>Failover</b>	A process which calls a backup number when an extension is not available, either through phone or network failure.
<b>Follow me</b>	A process by which an incoming call is rolled to another extension or phone number after a certain number of rings or time segment. (e.g., An incoming call to the director's extension will call the director's cell phone after the main extension does not answer for 20 seconds). Failed calls should go to the original extension's voicemail. Administrator controlled.



<b>Hunt Group</b>	A control feature where a single phone number may have the ability to ring multiple extensions. TCATA may have multiple Hunt Groups depending on their configuration.
<b>Outlook integration</b>	The ability to start a call from a phone number in an e-mail or address book in Microsoft Outlook.
<b>Overhead paging</b>	The ability to page through a public address system or through individual/group phone speakers.
<b>Soft phone</b>	A program that runs on a computer or mobile device that simulates a phone extension.
<b>Speed Dial</b>	A process that allows a sequence of buttons to call another phone number.
<b>Full Voice Mail Feature Set</b>	VM service for all users including storage, forwarding to phones, PC, and archive storage.
<b>Voice Mail Recording</b>	That specified staff (management) will have the option to record phone conversations and store such to local PC or server.
<b>Automation and Programmability</b>	Includes the ability for technical staff to add/modify custom programming.
<b>Recording Incoming Calls</b>	Record incoming calls in dispatch microphone.
<b>Search Call Feature</b>	Search incoming phone calls by phone number, time of day, or date.

## 2.5 Functional and Technical Requirements

Proposals shall address the following functional and technical requirements in all four categories- General, Voicemail, Per Extension and Specific local, including call center. The proposed system must meet or exceed listed criteria. It should be stated in the proposal submission how the vendor will address listed criteria, including specific descriptions or explanations of the process where noted below.

### General

The TCATA is requesting the overall phone system have the following features.

<b>ID#</b>	<b>Feature</b>
G1	Integrated TCATA Directory
G2	End-user interface for configuring devices
G3	Programmable auto-attendants
G5	Programmable Call Queue

G6	Conforms to FCC requirements for Enhanced 911
G7	3- or 4-digit extension dialing (currently TCATA uses 3 and would like to retain same #s)
G8	Hunt Groups
G9	Ability to tag an extension for reporting/billing purposes
G10	Failover for extensions
G11	Announcement line
G12	9-1-1 notification
G13	Reporting by tag, extension, Hunt Group including: <ul style="list-style-type: none"> <li>• tag/TCATA/extension</li> <li>• number of calls incoming</li> <li>• number of calls outgoing</li> <li>• billable numbers dialed</li> </ul>
G14	Reporting for call queues including: <ul style="list-style-type: none"> <li>• number of calls incoming/outgoing</li> <li>• time to answer</li> <li>• time on hold</li> <li>• disposition of call (answered or forwarded)</li> <li>• extension handling call</li> <li>• lost/abandoned calls</li> </ul>
G15	Configurable day/night mode for Hunt Groups
G16	Programmable call flow
G17	Always on and “On-demand” call recording
G19	Redundant phone servers in separate geographic areas (more than 50 miles apart)
G20	Capability to replace an extension with a spare phone (explain process)
G22	Programmable hold music/message by TCATA, Hunt Group, or extension
G23	Ability to block certain toll calls
G24	Ability to block nuisance callers
G25	Ability to route specific incoming calls to an extension
G26	Ability to page a Hunt Group or all extensions
G27	Overhead paging interface
G29	D2A device for modems and/or faxes
G30	Ability to record incoming calls and dispatch microphone and to search for calls by phone number, time, and date

### Voicemail

The TCATA is requesting that the voicemail system have the following features.

ID#	Feature
V1	Time and Date of call
V2	Extension or number of callers
V3	Message
V4	Save message
V5	Delete message
V6	Forward/copy message to extension
V7	Forward/copy message with annotation to extension
V8	Forward/copy message to multiple extensions
V9	Text notification to recipient
V10	Voicemail forward/copy to e-mail (enable/disable capability)
V11	Remote voicemail retrieval (explain process)

### Per Extension

The TCATA is requesting that every extension have the following features.

ID#	Feature
E1	Call Hold
E2	Do not Disturb – Feature controlled by Administrator – not automatic on all lines
E3	Call Pickup from extension
E4	Call Pickup from Hunt Group
E5	Call Waiting
E6	Call transfer
E7	Call Forward All
E8	Call Forward Busy
E9	Call Forward No answer
E10	Voicemail
E11	Distinctive Ring
E12	Unique three-digit extension
E13	Enhanced 911 address capable
E14	DID number and/or Hunt Group number
E15	Extension monitoring by light/display
E16	Incoming message/voicemail light/display
E17	AutoDial
E18	Caller ID
E19	Three-way calling
E20	Follow me

E21	Speed Dial
E22	Memory Buttons
E23	Redial
E24	Busy Redial
E25	Outlook integration
E26	Password or other restriction for billable long distance
E28	Conference Calling
E29	Forward call to extension voicemail
E30	Difference messages for no answer or busy/DND
E31	Push to Record Conversation
E32	Identify call source

### Specific Requirements

The TCATA will implement the system at 275 East Wall St. Specific requirements for each location Administration, Operations, Maintenance will be listed as a separate line item.

ID#	Building	Location	Network Details
	Administration, Operations, Maintenance	275 E. Wall St	10/10Mb Cable
MA1	16 Lines		
MA2	1 D2A device for Fax (on network)		
MA3	4 DID (admin office, dispatch center, pool, fax)		
MA4	1 Auto-attendant for Pool DID		
MA5	2 Day/Night mode (admin, dispatch center)		

### 2.6 Training Plan

As part of the Project Scope, the selected vendor will develop, provide, and manage an adequate plan for training.

It is the TCATA's intention that the selected vendor will coordinate the training of the TCATA personnel in the use of its system/s and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables.

### 3.0 General Terms & Conditions

**PURCHASING AND CONTRACTING MANUAL:** This solicitation is subject to the provisions of the Twin Cities Area Transportation Authority – Procurement Policy and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at TCATA.

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Michigan and Federal Transit Administration and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with the Federal Clauses Appendix E.

**ANTI-DISCRIMINATION:** By submitting their (responders/proposals), (vendors/Responders) certify to the TCATA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as all applicable laws of the State of Michigan, where applicable and the Americans with Disabilities Act (ADA)

**ETHICS IN PUBLIC CONTRACTING:** By submitting their (responders/proposals), (Responders/Vendors) certify that their (responders/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (Responders/Vendor), supplier, manufacturer or subcontractor in connection with their (responders/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (responders/proposals), (Responders/Vendors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**DEBARMENT STATUS:** By submitting their (responders/proposals), (Responders/Vendors) certify that they are not currently debarred by the State of Michigan from submitting responders or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the TCATA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Michigan, relating to the particular goods or services purchased or acquired by the TCATA under said contract.

**MANDATORY COMPLIANCE TO REQUIREMENTS OF THE TCATA PROCUREMENT POLICY**

Failure to submit a response in accordance with the TCATA Procurement Policy shall be a cause for rejection of the responders. Modification of or additions to any portion of the Invitation for Responders may be cause for rejection of the responders; however, the TCATA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a responders as nonresponsive. As a precondition to its acceptance, the TCATA may, in its sole discretion, request that the Responders withdraw or modify nonresponsive portions of a responders which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

**REVISIONS TO THE OFFICIAL RFP:** No vendor/Responders shall modify, revise, edit or make any unauthorized change(s) to this Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the TCATA's web site and/or authorized by the TCATA's Purchasing Agent (Executive Director). Any such violation as stated above may result in rejection of an

RFP response. In addition, violations may result in the debarment of the vendor/Responders by the TCATA from any future requests to responders.

**CLARIFICATION OF TERMS:** If any prospective (vendor/Responders) has questions about the specifications or other solicitation documents, the prospective (vendor/Responders) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**PAYMENT:**

To Prime or Sole Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
3. All goods or services provided under this contract or a Purchase Order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the State of Michigan's Debt Collection Act(s) or guidelines.
5. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the TCATA with a federal employer identification number, prior to receiving any payment from the authority.
6. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the TCATA of its prompt payment obligations with respect to those charges which are not in dispute.

To Subcontractor (if applicable):

1. The Contractor awarded a contract under this solicitation is hereby obligated:
  - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the TCATA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the TCATA and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the TCATA, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S.

Mail is deemed to be payment to the addressee. These provisions obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the TCATA.

**PRECEDENCE OF TERMS:** General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**QUALIFICATIONS OF (RESPONDERS/VENDORS):** TCATA may make such reasonable investigations as deemed proper and necessary to determine the ability of the (Responders/Vendor) to perform the services/furnish the goods and the (Responders/Vendor) shall furnish to the TCATA all such information and data for this purpose as may be requested. The TCATA reserves the right to inspect (Responder's/Vendor's) physical facilities prior to award to satisfy questions regarding the (Responder's/Vendor's) capabilities. The TCATA further reserves the right to reject any (responders/proposal) if the evidence submitted by, or investigations of, such (Responders/Vendor) fails to satisfy the TCATA that such (Responders/Vendor) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**TESTING AND INSPECTION:** TCATA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the TCATA.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Executive Director or the TCATA delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the TCATA a credit for any savings.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, TCATA, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the TCATA may have.

**CANCELLATION OF THE CONTRACT:** TCATA may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (Responders/Vendors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall

be accepted. The (Responders/Vendor) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the TCATA to determine if the product offered meets the requirements of the RFP. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed responding only the information furnished with the responders will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a responder nonresponsive. Unless the (Responders/Vendor) clearly indicates in its (responders/proposal) that the product offered is an “equal” product, such (responders/proposal) will be considered to offer the brand name product referenced in the solicitation.

**TRANSPORTATION AND PACKAGING:** By submitting their (responders/proposals), all (Responders/Vendors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS).

**INSURANCE, BONDS & INDEMNIFICATION:** By signing and submitting a responders or proposal under this solicitation, the Responders/Vendor certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with all applicable laws of the State of Michigan. The Responders/Vendor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in the State of Michigan. **INSURANCE IS REQUIRED FOR WORK PERFORMED ON TCATA PROPERTY.**

TCATA reserves the right to require the Contractor to obtain the necessary Surety Bond(s) should they deem it necessary.

The Contractor agrees to defend, indemnify and hold the TCATA, its officers, directors, agents, employees and representatives harmless from any and all claims, including death, bodily injury or property damage, together with reasonable attorney fees and court costs, resulting from the Contractor work, except for claims caused by the sole negligence of the TCATA. The TCATA’s inspection or acceptance of the Contractor’s work when completed shall not be grounds to void any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Transit Agency’s, its officers, directors, agents, employees, and representatives, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence.

**IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE**



PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

**AVAILABILITY OF FUNDS:** Agreements are made subject to the appropriation of funds by the TCATA Board of Trustees and are null and void in the event of non-appropriation by the TCATA board members. Non-appropriation of funds SHALL NOT BE deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the TCATA.

**SELECTION PROCESS/AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, The TCATA will publicly post such notice for a minimum of ten (10) days or will notify all responsive Responders/Vendors.

**RESPONDERS/PROPOSAL ACCEPTANCE PERIOD:** Any responders/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the responders/proposal may be withdrawn at the written request of the Responders/Vendor. If the responders or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**EXCUSABLE DELAY:** TCATA shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the TCATA. Such causes may include, but are not restricted to natural catastrophe, acts of a public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the TCATA.

**DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**SAFETY and OSHA STANDARDS:** All parties performing services for the TCATA shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

**PERMITS AND FEES:** All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the TCATA and the State of Michigan, Berrien County and the City of Benton Harbor. The Responders/Vendor must have all necessary licenses to perform the services in Michigan and, if practicing as a corporation, be authorized to do business in Michigan.

**LIABILITY AND LITIGATION:** TCATA shall not indemnify or hold harmless any Contractor or other third party. TCATA does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The TCATA does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding

arbitration or mediation. The TCATA shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

**STATE BUSINESS LICENSE / IDENTIFICATION NUMBER:** A Responders/Vendor organized or authorized to transact business in the State of Michigan is required to include in its responders or proposal the Business identification number issued to it by the State. Any Responders/Vendor that is not required to be authorized to transact business in the State of Michigan as a foreign business entity under law is required to include in its responders or proposal a statement describing why the Responders/Vendor is not required to be so authorized.

## **4.0 Proposal Evaluation and Award**

### **4.1 Evaluation Process**

TCATA's Evaluation Committee will initially review and evaluate each proposal received to determine the Vendor's ability to meet the RFP requirements. The evaluation criteria described in Section 4.2 will be the basis for evaluation.

The Evaluation Committee will select a minimum of three (3) responders by Vendors best suited to meet the needs of the TCATA based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List. Upon selection, the Vendor Short List will be posted on the TCATA's website: [www.mywaythere.org](http://www.mywaythere.org).

TCATA, at its sole discretion, reserves the right to have system demonstrations with those Vendors on the Vendor Short List. Such demonstrations will be conducted at the TCATA office. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration. Demonstrations may involve a scripted demonstration as well as a demonstration "lab."

TCATA may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

### **4.2 Evaluation Criteria**

Selection shall be made of three (3) or more Vendors, deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the Vendors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Vendor so selected, the Grant Manager shall select the Vendor which, in its opinion, has made the best proposal, and shall award the contract to that Vendor. Should the Grant Manager determine in writing and in his or her sole discretion that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor.

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The TCATA hereby reserves the right to evaluate, at its sole

discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria.

**Table 3: Evaluation Criteria**

<b>Criteria</b>	<b>Description</b>	<b>Maximum Score</b>
Functional & Technical	A clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firm's plan for accomplishing the requested services	30 points
Experience	This criterion considers (1) the Vendor's past performance on any TCATA contracts, (2) the results of reference checks, and (3) the Vendor's experience in providing the services solicited by this RFP as set forth in the Vendor's response	30 points
Initial Cost	Phone types presented as well as the reasonableness of initial equipment pricing	20 points
Ongoing Costs	The cost of on-going maintenance and service	20 points
<b>TOTAL POSSIBLE POINTS:</b>		<b>100 points</b>

As part of the evaluation process, the TCATA may ask questions of a clarifying nature from Vendors as required. The TCATA reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the TCATA.

#### **4.3 Best and Final Offer**

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the TCATA. Such process may be initiated following the publishing of the Vendor Short List, ongoing contract negotiations or at any other evaluation process step.

Additional processes of scope and cost clarification may be employed as part of this evaluation process.

#### **4.4 Notice of Award**

After the completion of contract negotiations, the Grant Manager will issue a written Notice of Award. The Notice of Award will be posted on the TCATA's website at: [www.mywaythere.org](http://www.mywaythere.org).

The scores and placement of other Vendors will not be part of the Notice of Award.

The successful Vendors named in the Notice of Award shall not begin work or enter subcontracts relating to the project until both the successful Vendor and the TCATA have signed a contract.

#### **5.0 Submittal Response Format**

### 5.1 General Instructions

The following instructions must be followed by Vendors submitting proposals:

1. All proposals must be in an opaque, sealed envelope or box and clearly marked: “**TCATA - Phone System Replacement.**” Proposals shall clearly indicate the legal name, address, and telephone number of the Vendor (company, firm, partnership or individual). All expenses for making this proposal to the TCATA shall be borne by the Vendor.
2. The deadline specified in Table 1, RFP Schedule of Events, above. Any proposal received after this time and date will not be considered. No faxed or emailed proposals will be accepted. It is the sole responsibility of the Vendor to see that the proposal is received on time. Late or incomplete proposals will not be accepted. The TCATA will reserve the right to reject any and/or all proposals and will further reserve the right to waive or not waive any informality in any proposal. Clearly identified proprietary information will not be disclosed during the selection process. Attachment C provides a place to identify any proprietary information.
3. Vendors shall submit one hardcopy of the Proposal to the TCATA at the address contained in Table 4 below.
4. Proposals should be provided with tab separators. The organizational guidelines for proposal responses are listed in Table 5 below.
5. Vendors shall submit one (1) electronic version of the Proposal on separate CDs, a thumb drive OR via email attachment to the TCATA in addition to the hardcopy proposal. Documentation that is provided in Adobe PDF shall be in a searchable format. Any attachments provided in the RFP package in MS Excel format shall be completed and returned by vendors in the same format.
6. Proposals should be mailed, or hand delivered to the mailing address contained in the following table.

**Table 4: Proposal Mailing Addresses**

TCATA Mailing Address
Twin Cities Area Transportation Authority Executive Director Attn: Mr. Paul Gillespie 275 E. Wall St Benton Harbor, MI 49022

7. RFP documents are available for viewing on TCATA’s website at: [www.mywaythere.org](http://www.mywaythere.org)

The following table contains the organization suggested guidelines for proposal responses.

**Table 5: Technical Proposal Organization Guidelines**

Tab/Section No.	Proposal Section	RFP Sec. No.
-----------------	------------------	--------------

<b>Tab 1</b>	Cover Page and Executive Summary	5.2
<b>Tab 2</b>	Proposed System	5.3
<b>Tab 3</b>	System Support	5.4
<b>Tab 4</b>	Company Background and History	5.5
<b>Tab 5</b>	Functional and Technical Requirements Response	5.6
<b>Tab 6</b>	Sub-Contracting	5.7
<b>Tab 7</b>	References	5.8
<b>Tab 8</b>	Exceptions to Terms and Conditions	5.9
<b>Tab 9</b>	Attachments: Required Forms	5.10
<b>Tab 10</b>	Price Proposal	5.11

## 5.2 Cover Page and Executive Summary

The first tab of the proposal should contain the Cover Page of the RFP and an Executive Summary. The Cover Page shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s). A signature on the Cover Page hereby provides the TCATA acknowledgement and acceptance of the “Conditions” and the execution of same during the discharge of any succeeding contract.

The Executive Summary should provide a summary of the proposal contents, emphasizing any unique aspects or strengths of the proposal.

## 5.3 Proposed System

The second tab of the proposal should include a textual description of the proposed system for providing the services described in Section 2.0, Project Scope. This section must include a summary description of the system’s capabilities to meet the requirements set forth in Section 2.5, Functional and Technical Requirements. The purpose of this summary is to ensure the TCATA has a high-level understanding of the proposed system.

Additionally, this section must also more specifically address the following:

- What is the product name and version/level being supplied?
- Must phones be provided through the vendor and only through the vendor?
- How often is the software for the phone system upgraded? What is the cost of the upgrade(s)?
- Does the product require specialized switching equipment? If so, please include specifications and procurement options and pricing.
- How and where is voicemail stored? How is it secured? What is the maximum storage capacity per user/system?
- Provide screen shots of administrative interface.
- Provide screen shots of end-user interface.
- Provide sample reports for departmental usage, billing invoices, and call queue reports.

- Does your solution provide for monitoring an extension (no parties can hear), coaching an extension (only the extension can hear you), or “barging in” on a call (all parties can hear)?
- Are phones metered by minutes per month? If so, provide a price schedule. If so, are minutes pooled?
- Provide a schedule of costs for long distance, including what areas, if any, are free.
- What is the maximum number of incoming calls supported?

#### **5.4 System Support**

The third tab of the proposal should include a textual description of the support available for the proposed system. This section must include a summary description of the support system’s operations and capabilities and any potential limitations. The purpose of this summary is to ensure the TCATA has a high-level understanding of the support process. The narrative should be written for an audience of the end-user community.

This section must also more specifically address the following:

- What is your total downtime for the past 1 year? 2 Years?
- What are your technical support hours?
- Do you provide a Service Level Agreement? Please summarize and include.
- What is your average resolution time for incidents, events, and problems?

Vendors shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current TCATA technical environment, staffing, project management approach, and the TCATA resources available during roll-out and support phases.

#### **5.5 Company Background and History**

The fourth tab of the proposal should include a narrative history of the firm, including the development of its experience in providing services like those described in Section 2.0, Project Scope. Any current or pending litigation the firm is involved in should be noted.

If a partnership with third-party companies is a part of a proposal, the company background and history shall be provided for all third-party companies.

#### **5.6 Functional and Technical Requirements Response**

The fifth tab of the proposal should include a textual description of the vendor’s capability to provide TCATA’s requirements set forth in Section 2.5, Functional and Technical Requirements. This tab shall include a completed requirements matrix aligned with the specific requirements set forth in Section 2.5, Functional and Technical Requirements. Vendor shall provide the completed matrix in MS Excel format and will align with the following format. The electronic version of this form shall accompany this proposal document and will be issued in MS Excel format as Attachment D in the Vendor’s response. Responses shall be provided utilizing the indicators in Table 6 below. Additional comments may be added in the “Comments/Notes” column.

Requirement ID	Feature	Response	Comments/Notes

When providing responses to the requirements set forth in Section 2.5, Vendors shall use the response indicators contained in the following table.

**Table 6: Requirements Response Indicators**

Indicator	Definition
<b>S</b>	Feature/Function is included in the proposed system release.
<b>F</b>	Feature/Function will be available in a future system release.
<b>C</b>	Feature/Function is not included in the current system release and is not planned to be a part of a future system release. However, this feature could be provided with custom modifications.
<b>T</b>	Feature/Function is not included in the current system release and is not planned to be a part of a future system release. However, this feature could be provided with integration with a third-party system.
<b>N</b>	Feature/Function cannot be provided.

If a response indicator of “F” is provided for a requirement that will be met in a future system release, the Vendor shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the Vendor shall indicate the cost of such a modification. If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the Vendor shall identify this third-party system and include a cost proposal to secure this system.

**5.7 Sub-Contracting**

The sixth tab of the proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

- Summary of service
- Reasons for sub-contracting
- Proposed sub-contractor(s)
- Detailed sub-contractor responsibilities.
- Sub-contractor name
- Sub-contractor location
- Sub-contractor experience
- Previous use of sub-contractor

- Any additional relevant information

## 5.8 References

The seventh tab of the proposal should identify the Vendor's references for the project. Vendors shall provide at least three (3) substantive clients with whom the Vendor has worked during the past three (3) years that are of similar size and complexity to the TCATA. References shall be from past clients that have been live with the vendor installed phone system for a minimum of one (1) year where possible.

Vendors shall complete a Vendor Reference Form for each of the references as contained in Attachment A. Completion of Attachment A shall indicate that the Vendor grants consent for the TCATA to contact all references given.

In the event the Vendor cannot provide the required references, substitution of other organizations should be made to ensure three (3) total references are provided. Vendors shall indicate how these substitute references deviate from the requested characteristics.

## 5.9 Exceptions to Terms and Conditions

The eighth tab of the proposal should include any exception the Vendor takes to the terms and conditions set forth in this RFP. It is the TCATA's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

## 5.10 Required Forms

The ninth tab shall include all required forms. These include:

- Proprietary/Confidential Information Form (See Attachment B)
- All addenda, signed (if applicable)
- All forms contained within.

## 5.11 Price Proposal

The price proposal consists of two sections:

1. The completed Cost Proposal Worksheet as contained in Attachment D. Vendors shall not modify the worksheets in any way. Vendors shall provide the completed cost worksheets in MS Word format.
2. The Vendor's standard travel and expense policy.

## 6.0 Contract Term

The initial term of the contract will be for three (3) months from the date that the contract is signed. At the TCATA's option, any extended service contract may be renewed or extended for up to six (6) additional one (1) month terms. All terms and conditions shall remain in force for the term of the contract and for any renewal period unless modified by mutual agreement of both parties. Cost of services shall not be increased during the initial term of the contract. Cost of services for any renewal



periods will be subject to the mutual agreement of both parties. Attachment C is offered as an example contract format.

### **7.0 Proprietary Information**

Trade secrets or proprietary information submitted by a Vendor in connection with this solicitation shall not be subject to disclosure under the State of Michigan, Freedom of Information Act; however, the Vendor must invoke the protections of this section PRIOR to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Attachment B provides a place to identify any proprietary information.

### **8.0 Disadvantaged Business Enterprise (DBE) Requirements**

TCATA, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts.

Notice to all Vendors is hereby provided, that in accordance with State and Federal laws, the TCATA, will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No Vendor will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions. Proposal will be evaluated based on firm's experience and capabilities, response to requirements, project implementation, project price and DBE participation. Final award will be based on the best value provided to the TCATA.

## ATTACHMENT A: Vendor Reference Form

*Vendors shall complete a Vendor Reference Form for each provided reference in accordance with Section 5.8 of the RFP.*

### 1. General Background

Name of Client:

Number of Employees:

Address:

Project Manager/Contract:

Title:

Phone Number:

E-Mail Address:

Summary of Project and Current Status:

### 2. Project Scope

Please indicate all modules that were implemented as part of the project:

### 3. Project Information

Total Project Budget:

Project Start Date:

Project End Date:

**ATTACHMENT B: PROPRIETARY/CONFIDENTIAL INFORMATION**

**Name of Firm of Responders/Vendor:**

Trade secrets or proprietary information submitted by a Vendor shall not be subject to public disclosure under the State of Michigan Freedom of Information Act; however, the Vendor must invoke such protections provided by state law, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Vendor refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Check this box if there are none. *\*This document must be completed and returned with proposal.*

**ATTACHMENT C: SAMPLE STANDARD CONTRACT RFP**

This Contract entered this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_, by \_\_\_\_\_ hereinafter called the “Contractor” and Twin Cities Area Transportation Authority, called the “TCATA”.

WITNESSETH that the Contractor and the TCATA, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the TCATA as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_.

The contract documents shall consist of:

(1) This signed form;

(2) The entire TCATA Request for Proposal (no revisions by the Contractor)

Dated: July 22, 2021

If applicable, any Official TCATA Addenda(s):

#1, dated: \_\_\_\_\_

(3) The Contractor’s Proposal dated \_\_\_\_\_ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Twin Cities Area Transportation Authority:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT D: RFP – COST PROPOSAL WORKSHEET**

ATTACHMENT D  
REQUEST FOR PROPOSAL

Amount of bid: \$ \_\_\_\_\_  
(Include Specifications with this form)

Name of Organization: \_\_\_\_\_

Business Status: \_\_\_\_\_  
(Corporation, Sole Proprietorship, etc.)

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Applicant certification:

I have declared under penalty of perjury that the data provided in this application are true and accurate.

I have the authority to enter a contract with Twin Cities Area Transportation Authority.

Signature:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT E: RFP – FEDERAL CLAUSES**

**MATERIALS AND SUPPLIES LESS THAN \$150,000 Page 1 of 10**

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

Applicability – all contracts more than \$25,000. The Recipient agrees to the following:

1. It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” <http://https.www.sam.gov.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
  
2. If the Recipient suspends, debar, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

<b>CONTRACTOR / COMPANY NAME:</b>
-----------------------------------

**TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:**

<b>TYPE OR PRINT NAME:</b>	<b>TITLE:</b>
<b>SIGNATURE:</b>	<b>DATE:</b>

**FLY AMERICA REQUIREMENTS Applicability** – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**CARGO PREFERENCE Applicability** – all contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: Michigan Department of Transportation 3164 (11/19) MATERIALS AND SUPPLIES LESS THAN \$150,000 Page 1 of 10 Attachment number or letter a. Use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. Furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. Include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

**ENERGY CONSERVATION Applicability** – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**ACCESS TO RECORDS AND REPORTS Applicability** – as shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). The following access to records requirements apply to this Contract: 1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including

any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. 2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) (1), which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000. 3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. 4. Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. 5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. 6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, MDOT 3164 (11/19) Page 2 of 10 except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11). FTA does not require the inclusion of these requirements in subcontracts.

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

**RECYCLED PRODUCTS Applicability** - all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES Applicability** – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). 1. The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US. Government in or



approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. 2. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

**Applicability** – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). 1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate. 2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the MDOT 3164 (11/19) Page 3 of 10 Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n) (1) on contractor, to the extent the US Government deems appropriate. 3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**TERMINATION Applicability** – all contracts more than \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000. a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs. b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be affected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience. c. Opportunity to Cure (General Provision) the recipient in

its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

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

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

g. Termination for Default (Transportation Services) if contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any MDOT 3164 (11/19) Page 4 of 10 extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not

be terminated nor shall contractor be charged with damages under this clause if: I. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and II. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience. i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall I. Immediately discontinue all services affected (unless the notice directs otherwise), and II. Deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience. j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If MDOT 3164 (11/19) Page 5 of 10 termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

**CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS Applicability** – when a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: 1. The Contractor agrees to

comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor, or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. 2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**CIVIL RIGHTS REQUIREMENTS Applicability** – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service: a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program, b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d MDOT 3164 (11/19) Page 6 of 10 et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued, c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49

U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 implement a DBE program approved by FTA, and 3 establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department MDOT 3164 (11/19) Page 7 of 10 may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation, e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2)

U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance, h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 MDOT 3164 (11/19) Page 8 of 10 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd –

290dd-2, i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005, j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination. k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

**DISADVANTAGED BUSINESS ENTERPRISE Applicability** – contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs: a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere. b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the recipient and contractor’s receipt of the partial retainage payment related to the subcontractor’s work. f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

**PROMPT PAYMENT Applicability** – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract MDOT 3164 (11/19) Page 9 of 10 receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after

the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS Applicability**

– all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.