



**Regional Transit Authority
Of Southeast Michigan**

Transit Planning Software RFP

Released: December 1, 2025

Proposals Due: December 12, 2025

REQUEST FOR PROPOSALS 2025-007

Transit Planning Software RFP

Issue Date:	Monday, December 1, 2025
Vendor Question Deadline:	Friday, December 5, 2025, by 12:00 PM EST
Response to Questions:	Tuesday, December 9, 2025, by 5:00 PM EST
Proposals Due:	Friday, December 12, 2025, by 5:00 PM EST
Contract Award:	Friday, January 16, 2026

Procurement Contact:

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DESCRIPTION

The Regional Transit Authority of Southeast Michigan (RTA) invites proposals from qualified Transit Planning Software-as-a-Service (SaaS) agencies. The term of the resulting contract will be from February 1, 2026, to September 30, 2026, with up to two (2) one (1)-year renewal options.

SUBMISSION INSTRUCTIONS

- Proposals must be submitted via BidNet Direct by the deadline indicated above.
- Price-related information must be submitted separately from the technical proposal.
- Questions must be submitted in writing to Rebecca Donnelly-Lasecki via email by the specified deadline.
- Late submissions will not be considered.

Contents

1. Background.....	5
2. Objectives	5
3. Qualification Requirements.....	5
4. Scope of Services	8
Task 1 – Demand and Network Analysis	9
Task 2 – Operational Planning and Optimization.....	9
Task 3 – Fleet and Resource Management	9
Task 4 – On-Demand Integration.....	9
Task 5 – User and System Features.....	10
Task 6 – Training and Onboarding.....	10
Task 7 – Optional Services.....	11
5. Performance Standards.....	11
6. Evaluation Criteria	12
7. Proposal Requirements	14
8. Freedom of Information Act.....	16
9. Hourly Rates for Service & Pricing.....	16
10. Applicable Federal Clauses.....	17
10.1 ACCESS TO RECORDS AND REPORTS	18
10.2 AMERICANS WITH DISABILITIES ACT (ADA)	18
10.3 CHANGES TO FEDERAL REQUIREMENTS	19
10.4 CIVIL RIGHTS LAWS AND REGULATIONS	19
10.5 CIVIL RIGHTS AND EQUAL OPPORTUNITY	20
10.6 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT	21
10.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.....	22
10.8 DEBARMENT AND SUSPENSION	24
10.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)	24
10.10 ENERGY CONSERVATION.....	25
10.11 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.....	25
10.12 NO GOVERNMENT OBLIGATION TO THIRD PARTIES	25

10.13	NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS.....	26
10.14	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.....	27
10.15	PROMPT PAYMENT	27
10.16	RESTRICTIONS ON LOBBYING.....	28
10.17	TERMINATION.....	30
10.18	VIOLATION AND BREACH OF CONTRACT.....	32
11.	REQUIRED FORMS	33
12.	APPENDIX A - Forms.....	34

1. Background

The Regional Transit Authority of Southeast Michigan (RTA) plans, funds, coordinates, and accelerates regional transit services, projects, and programs in Southeast Michigan, comprising all of Macomb, Oakland, Washtenaw, and Wayne counties, including the City of Detroit. Within these roles, RTA is responsible for planning regional transit, developing and implementing new services, allocating federal and State funding to transit service operators, and securing new regional funding sources for public transit.

In addition, in 2024, RTA took ownership of the QLINE, which operates a fleet of streetcars on 3.3 miles of Woodward Avenue between New Center and Downtown in Detroit, providing a convenient transit option since 2017. This project will support RTA transit services as well as our provider agencies' services, at the same access and performance level.

2. Objectives

The RTA seeks proposals from qualified Transit Planning Software-as-a-Service (SaaS) agencies for regional public transportation plan design and analysis. The RTA desires to work with an organization that can offer SaaS functionalities for analyzing demand and rider behavior, optimizing network design and operations, scheduling services, supporting fleet management and driver resources, providing real-time vehicle tracking, and integrating on-demand services into the existing network. This SaaS project will support RTA services as well as at least four (4) of our provider agencies at the same access and performance level.

RTA's transit provider partners include:

- Detroit Department of Transportation (DDOT)
- Detroit Transportation Corporation (Detroit People Mover)
- Suburban Mobility Authority for Regional Transportation (SMART)
- Ann Arbor Area Transportation Authority (TheRide)

3. Qualification Requirements

The qualified contractor model will provide cloud-based transit planning platforms that are quickly deployable, continuously improved, and offer features from shapefile integration to comprehensive transport system modeling information incorporation. To be considered for this contract, vendors must meet the following requirements. Proposals may be rejected if a vendor does not meet them.

3.1 Performance Record & References: The vendor must provide evidence that they have successfully managed similar contracts with satisfactory performance and delivered services on time. The vendor will also provide client references reflecting performance and professional conduct.

3.2 Staff and Equipment: The vendor must provide evidence that the human and physical resources are sufficient to perform the Contract as specified and ensure performance of the required services.

3.3 Financial Capability: The vendor demonstrates sufficient financial strength, resources, and capability to perform the services described in the Scope of Work. If the Offeror is a subsidiary or a related entity, a letter of commitment must be signed by an authorized officer of the parent company with the authority to execute the parent company's financial guarantee.

3.4 Specific required qualifiers involve:

- a. The platform should include the most current US Census data and allow for the import and export of data by the agency, including but not limited to:
 - GIS compatible files (shapefiles and/or geodatabase format);
 - General Transit Feed Specification (GTFS) files;
 - Existing transit routes and stops;
 - Traffic analysis zones and other local feature shapefiles (points, polylines, and polygons) and associated data;
 - Demographic data as required by federal grant programs, such as Areas of Persistent Poverty; and
 - Excel documents, PDF files, PNG files, and KML files.
- b. The platform should support day-to-day transit planning analysis with the ability to:
 - Edit existing route geometry and stops;
 - Create new route geometries and stop locations;
 - Create new on-demand zones and stops;

- Evaluate walkability/accessibility impacts and travel time impacts of current service and proposed changes;
 - Review Census and American Community survey based demographic data related to bus routes and associated stops;
 - Analyze demographic and Title VI impacts of service changes using the latest US Census data including age, disability, minority, population, poverty, vehicle access, etc.; and
 - Develop schedules for bus routes, including the ability to have multiple patterns and schedules for routes, based on time of day and day of week.
- c. The platform should support transit scenario planning with the following features:
- Operating cost and vehicle estimation tool based on hourly rates and per-trip rates with the ability to factor deadhead costs and layover time;
 - On-demand and flex route service planning tool with the ability to draw, schedule, and develop cost estimates for, and obtain demographic data from polygons to represent on-demand and flex route services, as well as BRT/transit station buffer areas; and
 - BRT scenario planning capabilities in addition to fixed route and demand response zones.
- d. Planning scenarios must be fully customizable, with the ability to:
- Define trips within service windows for route scenarios with exact timepoints;
 - Define alternative trips/patterns within service windows for route scenarios with exact timepoints;
 - Edit multiple trips by customizing segment-level runtimes based on historical information;

- Shift all trips in a service window by modifying the inbound and outbound start times;
 - Clearly model routes with varying termini, irregular stop structure, and non-standard headways;
 - Easily export timetable to excel and/or provide a hyperlink for quick sharing and to ensure accuracy;
- e. The platform should support public and stakeholder engagement by presenting interactive and shareable timetables, headways, bus stops, and route maps that can be used to receive feedback from internal and external stakeholders, such as:
- Presentation-ready maps developed with the platform to share map products quickly, uniformly, and professionally with the public and stakeholder;
 - Exportable to PDF and high-resolution image (PNG, JPEG, etc.) formats; and
 - Customer comment feature and database that allows for public and stakeholder comments and questions to be input directly on a map when shared and compiles those comments into a database that is sortable and searchable by project, map, features, etc.
- f. Other features not listed if already included in off-the-shelf capabilities.

4. Scope of Services

The RTA would like proposers to describe and illustrate the potential financial, operational, and ridership impacts of alternating fixed route services by leveraging a cloud-based transit planning design and analysis software. The transit planning software will be used primarily to analyze service scenarios to evaluate existing and proposed fixed route and on-demand transit zones.

Key scope of software services shall include:

Task 1 – Demand and Network Analysis

- **Rider data analysis:** Analyzing ridership data, commuter flows, and mobility patterns to understand demand and forecast needs.
- **Network modeling:** Creating detailed representations of transit networks (on-demand transit, bus, streetcar, rail) to support the design of new lines, routes, and stop placements.

Task 2 – Operational Planning and Optimization

- **Route and schedule optimization:** Planning and optimizing routes, headways, and transfer points to enhance accessibility and efficiency. Customizing fast and accurate sketch planning using existing stop infrastructure alongside timetable timepoints and segment-level runtimes exportable into Excel.
- **Service evaluation:** Evaluating key operational indicators, such as passenger counts and efficiency, to make informed decisions. Providing operation indicators to support planning efforts, such as passenger counts, efficiency, and real-time cost estimates.
- **Scenario planning:** Supporting rapid analysis of potential route or schedule changes through scenario planning, resulting in more creative and efficient solutions.

Task 3 – Fleet and Resource Management

- **Fleet planning:** Facilitating fleet planning for service changes and allocation for operational efficiency.
- **Driver scheduling and compliance:** Shifting recommended driver schedules as needed, configuring custom operator hour rules, and ensuring compliance with regulations.

Task 4 – On-Demand Integration

- **On-demand integration:** Integrating on-demand services with scheduled services to create flexible, multimodal networks.

Task 5 – User and System Features

- **Model benefits:** Demonstrating inclusive analysis, quick deployment, continuous improvement, and reduced in-house maintenance burden. Generating rapid demographic impact analysis, including Title VI service equity.
- **Integrated platforms:** Combining transit modeling, GIS functionality, and vehicle scheduling programs for a comprehensive solution. Allowing for public engagement configurations, share features, as well as pedestrian, bike, bus, and car/pool network travel-time visualizations.
- **Advanced features:** Providing branded applications and sophisticated analytics to manage and improve transit services. Limitless exports (Excel, shapefile, KML, frequency-based GTFS, high-resolution image), custom data layers (polygon-based shapefiles), and GTFS uploads. Frequent product improvements and new/updated feature launches.

Task 6 – Training and Onboarding

- **Initial Onboarding and Orientation:** Providing onboarding at the start of the contract, including access to the software platform, user documentation, visual guides, and virtual sessions. Onboarding resources must be accessible to agency staff, partners, and any individuals issued a license.
- **Foundational Training:** Deliver introductory training sessions to familiarize agency staff, partners, and other licensed users with core system functionality, workflow configuration, and key use cases. Recordings of training sessions to be provided by the vendor for future reference.
- **Ongoing Education:** Offer continued training resources throughout the contract term for all licensed users and partners, which may include product webinars, topic-specific workshops, office hours, updated training modules, and access to a continuously-maintained knowledge base.
- **Support and Knowledge Access:** Maintain a dedicated support portal or equivalent system for submitting and tracking inquiries from agency staff, partners, and licensed users, with timely updates, release notes, and instructional materials provided as new features or enhancements are

introduced. Support must also include assistance with uploading and integrating updated datasets at routine intervals as agency and partner plans evolve and require refreshed information.

Task 7 – Optional Services

- **Vehicle diagnostics:** Providing optional insights into vehicle health to anticipate asset plans for maintenance needs and breakdown avoidance.
- **Real-time tracking:** Integrating optionally with GPS and telematics for real-time vehicle visibility and making agile route adjustments.

5. Performance Standards

Contractor will adhere to the following performance standards around safety, infrastructure condition, congestion, reliability, emissions, and people movement. The transit planning software must be able to handle tasks like route and stop-level ridership estimation, detailed multimodal modeling, peer comparison, and asset inventory aggregation, allowing agencies to set specific targets, evaluate alternatives, and track progress toward achieving regional goals. The SaaS must support the tracking of performance measures, setting of targets, and project selection to achieve targets.

- **Data analysis and aggregation:** The ability to collect and analyze data to identify needs and evaluate alternatives is a core function.
- **Performance tracking:** Tools should enable tracking of performance indicators and progress toward goals.
- **Modeling and simulation:** Software should be capable of running detailed models to predict outcomes, such as:
 - **Ridership estimation:** Some tools estimate ridership at the stop and time-of-day level.
 - **Multimodal modeling:** Software can simulate a region's entire transportation system and model mode split and other travel processes.
 - **Scenario planning:** The capacity to simulate future year conditions to compare different planning scenarios is crucial.
- **GIS integration:** Strong integration with GIS is a key performance standard, allowing for advanced mapping and network analysis.

- **Network and operational indicators:** Software should support the calculation of operational performance indicators like passenger density and utilization, access to jobs, healthcare, and education, as well as Title VI analysis and equity factors.

Performance standards inform the software through:

- **Goal alignment:** Software helps agencies define performance goals and measure progress against them.
- **Transparency and accountability:** By tracking and reporting on performance measures, software increases transparency and accountability.
- **Decision-making:** Performance data generated by the software informs transportation planning and investment decisions.

For more details, please refer to the Federal Transit Administration's (FTA) guidelines:

https://www.transit.dot.gov/sites/fta.dot.gov/files/Performance_Based_Planning_and_Programming_Guidebook.pdf

Additional performance standards:

- **Technical Capability:** Can the vendor's product or service meet the defined functional requirements?
- **Customer Experience:** What level of training, onboarding, and support will be provided?
- **Security and Compliance:** Does the vendor meet critical security and regulatory requirements?
- **Reliability:** What are the expected levels of uptime and performance?
- **Scalability:** Can the vendor's solution scale with the business and bring fresh ideas?

6. Evaluation Criteria

Following the receipt of all proposals, an RTA-designated evaluation committee will evaluate each proposal. All proposals which meet the requirements of this RFP will be evaluated. Any proposal determined to be non-responsive to the specifications or

other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the RTA determines, at its sole discretion, that the noncompliance is not substantial.

The RTA reserves the right to request additional information to amplify, clarify, or support proposals. The RTA also reserves the right, at its discretion, to request oral presentations or conduct interviews with any or all bidders regarding the proposals received in response to this RFP. Failure to participate in an oral presentation or interview, if requested by the RTA, may be grounds for rejection of a bidder's proposal.

Prospective contractors will be notified by the RTA of the date and time for any pre-award presentation or interview, if requested. If oral presentations or interviews are conducted, they will be scored separately on a scale which will be provided to the interviewees. That score will be integrated with the proposal score for the final selection.

Proposals will be evaluated based on the following criteria, with a total of 100 points possible. Only finalists may be invited for oral presentations or interviews as described above. Decisions regarding bidder proposals are the final determination of the RTA.

To ensure a clear and fair review process, bidders must structure their proposals to address each evaluation criterion directly and submit all of the required forms.

Criteria	Points	Applicable RFP Sections	Description
Experience and Qualifications	40	2, 3, 4, 5	Team qualifications, including organizational chart, resumes for proposed Project Manager and key staff, and the Qualification and Experience Statement. Capability based on previous experience and customer support/success.
Equitable Approach and Innovation	35	2, 3, 4, 5	Proposed solution and functionality. Demonstrated equitable approach and innovative experience successfully providing Transit Planning Software as a Service solution to public transportation agencies and their riders, as well as compatibility with overall need.

Understanding of RTA Systems	15	1, 2	Demonstrated understanding of RTA's regional transit system, including public transportation providers.
Cost Proposal	10	2, 3, 4, 5	Reasonableness, clarity, and competitiveness of the proposed price. Proposers must submit a detailed proposal, including itemized prices and a proposed payment schedule for all aspects of the proposal. All price and price-related factors must be submitted separately from the technical proposal.

7. Proposal Requirements

All proposals must be submitted via BidNet no later than December 12, 2025 at 5:00 pm EST. The RTA will not accept any proposals submitted after that deadline. The RTA will not extend the submission deadline due to technical issues or outages. The RTA recommends that bidders submit their proposals at least one business day prior to the deadline.

By submitting a proposal in response to this Request for Proposals, the proposer agrees to all of the terms and conditions of the [RTA's Master Services Agreement, as linked at the RTA website](#). A proposer's failure to comply with this Section is grounds for rejecting the proposal as non-responsive.

To be considered for this opportunity, all proposals must be submitted in two separate PDF documents, one technical proposal limited to 10 (ten) pages plus the required forms (see Appendix A) and one pricing proposal, via [BidNet](#) by the deadline as stated above, and must include:

- **Cover Letter**

A signature by a principal or officer having the authority to negotiate, contractually bind, and extend the terms of the written proposal. Please provide the following information:

- a) Legal name and address of the bidder
- b) Legal company form of the bidder (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member.

- c) Whether the bidder is a wholly owned subsidiary of a “parent company.”
- d) The name, address, telephone number, email address, and other relevant contact information of the person(s) assigned to work on the project.
- e) The name of the person identified by the bidder as the project manager.

- **Executive Summary**

A brief description of the SaaS to be provided.

- **Experience**

Provide a brief description of:

- a) The firm and the individuals assigned to projects similar to the RTA and any specific experience.
- b) Furnish resume of the project manager who will lead the service,
- c) Provide two examples of similar projects.

- **Qualifications**

Provide the qualifications of the company and the project manager assigned to perform the work.

- **Project Organization, Approach, and Timeline**

- a) Provide a work plan, including major activities and proposed schedule for the SaaS program.
- b) Describe the responsibilities of the individuals who will be working on the project and extent of involvement with the project.

- **References**

Include two references from agencies with similar projects referenced above under “Experience.” Each reference must include:

- a) Client name and contact information.
- b) Project description.
- c) Role of key project team members.

- **Required Forms**

All forms listed under Section 11 and included in Appendix A must be completed and submitted with the Technical Proposal. These forms are in addition to the 10-page limit for the proposal.

- **Price Proposal**

Provide a lump-sum fee proposal for performing the work described in the Scope of Services (see Section 4). The fee shall be inclusive of all costs, including customer service and maintenance. Include a schedule outlining any hourly rates and anticipated hours (see Section 9), and fees and expenses to support the lump-sum fee proposed.

The price proposal must be submitted separately from the technical proposal.

8. Freedom of Information Act

All portions of a proposal submitted in response to this Request for Proposals and any resulting award are subject to disclosure as required under Michigan’s Freedom of Information Act (“FOIA”), MCL 15.321, et. seq. However, some information may be exempt from disclosure. Under MCL 18.1261(13)(b), records containing “a trade secret as defined under section 2 of the Uniform Trade Secrets Act, 1998 PA 448, MCL 445.1902,” are exempt from disclosure under FOIA. In addition, “financial or proprietary information” submitted with a proposal is exempt from disclosure under FOIA. A proposer’s failure to comply with this Section is grounds for rejecting the proposal as non-responsive. Each proposal must include a completed “Confidential Treatment Form” (“CT Form”), found in Appendix A. Completion and submission of the CT Form is required regardless of whether the proposer seeks confidential treatment of information. Failure to submit a completed CT Form may be cause for disqualification from the procurement process.

9. Hourly Rates for Service & Pricing

Vendors must provide hourly rates for key personnel that may be applied to additional or unanticipated services outside of the defined scope. These may include short-term special projects, emergency responses, or tasks not originally defined in the contract.

A fixed fee for base or optional service delivery is not required. Pricing should instead reflect anticipated operational costs through proposed hourly rates and associated resource needs.

List hourly rates for key personnel to be used if additional services beyond the fixed-fee or optional services are required:

Role/Title	Hourly Rate	Notes (Optional)
(Specify Role)	\$	
(Specify Role)	\$	
(Specify Role)	\$	
(Specify Role)	\$	
(Specify Role)	\$	

Hourly rates are only applicable for unanticipated services outside the fixed-fee or optional services scope. These rates are subject to CPI-U adjustments not to exceed 5% per renewal period.

Hourly rates must remain fixed during the base contract year and may only be adjusted at the start of an approved renewal period. Price adjustments will be limited to once per renewal period and must be based on the Consumer Price Index for All Urban Consumers (CPI-U). Rate increases may not exceed the CPI-U or 5% per renewal period, whichever is lower.

All proposed rate changes must be submitted to RTA in writing at least 30 days in advance and are subject to RTA review and written approval. The RTA reserves the right to audit and validate any requested increases and to reject any that are unsupported or inconsistent with contract terms.

10. Applicable Federal Clauses

The Regional Transit Authority of Southeast Michigan (RTA) receives federal funding from the Federal Transit Administration (FTA). As a condition of this funding, RTA must follow all applicable federal laws and regulations for third-party contracts. This section includes required federal clauses based on FTA Circular 4220.1F, 2 CFR Part 200, and the RTA Procurement Policy. These clauses must be included in any contract resulting from this Request for Proposals (RFP). Proposers are responsible for understanding and complying with these requirements as part of doing business with RTA.

10.1 ACCESS TO RECORDS AND REPORTS

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

10.2 AMERICANS WITH DISABILITIES ACT (ADA)

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

10.3 CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

10.4 CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975,"

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

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

10.5 CIVIL RIGHTS AND EQUAL OPPORTUNITY

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements,

without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Federal Law and Public Policy Requirements.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

10.6 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

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

Federal Water Pollution Control Act

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

10.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible

- provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. Withholding for unpaid wages The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages as provided in the clause set forth in paragraph (2) of this section.
- (3) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

10.8 DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official, irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

10.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBEs”), as defined herein and in

the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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

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

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

10.10 ENERGY CONSERVATION

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

10.11 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

10.12 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any

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

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

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

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

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

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

investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

10.14 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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

10.15 PROMPT PAYMENT

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

subcontractor's work related to this contract is satisfactorily completed.

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

10.16 RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

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

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

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

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

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

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

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

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.

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

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall

rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

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

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

10.17 TERMINATION

Termination for Convenience (General Provision)

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

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

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

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or

default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Agency from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

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

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the

Agency may fix the fee, if the contract provides for a fee, to be paid to the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency, and the parties shall negotiate the termination settlement to be paid to the Contractor.

Suppose the termination is for the convenience of the Agency. In that case, the Contractor shall be paid its contract close-out costs and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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

10.18 VIOLATION AND BREACH OF CONTRACT

Disputes:

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

Performance during Dispute:

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

Claims for Damages:

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

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and

contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

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

11. REQUIRED FORMS

The following forms must be completed and submitted with Proposals. All forms are included in this solicitation package in Appendix A.

- A. Proposal Response Form
- B. Representations and Certifications
- C. Receipt of Addenda Form
- D. Deviation Form
- E. Agreement of Services Form
- F. Certificate Non-Collusion Affidavit
- G. Affirmative Action Plan Certification
- H. Debarment and Suspension Form
- I. Certification of Lobbying Form
- J. Confidential Treatment Form (Freedom of Information Act)

12. APPENDIX A - Forms