PUTTING PEOPLE FIRST
The City of Birmingham

Birmingham Xpress BRT Project

REQUEST FOR PROPOSAL
Solicitation #20-01
BRT Passenger Information Technology Systems (P.I.T.S.)

Key Dates

RFP Issued: August 2, 2019
Deadline for Questions: August 9, 2019 (5:00 P.M. Central)
Proposal Due Date: August 16, 2019 (5:00 P.M. Central)

City of Birmingham
Finance Department
Purchasing Division
Room P-100 City Hall
710 North 20th Street
Birmingham, AL 35203-2227
Telephone: (205) 254-2265
Fax: (205) 254-2484
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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

1.1 Description of the Work to be Done

The City of Birmingham (City) desires to select a provider who will fully design and implement a turnkey Passenger Information Technology System (PITS) described herein for the Birmingham Xpress Bus Rapid Transit Project (hereafter referred to as BX-BRT), at a total of thirty-two (32) curbside BRT station (platforms), and at two (2) Terminus Stations located at each end of the BRT corridor. This solicitation is to procure all hardware, software, support, design, installation, programming and maintenance necessary to provide the City with a fully functional turnkey PITS infrastructure for this line that seamlessly integrates with the existing Passenger Information Display System (PIDS) infrastructure already in place to support the operations of the Birmingham Jefferson County Transit Authority (BJCTA). The current PIDS infrastructure, as outlined later in this document, supports the Birmingham Intermodal Terminal as well as the Agency’s Realtime Timetables on their Website.

In general, the overall PITS solution shall be comprised of but may not be limited to the following elements:

- Curbside Stations
  - Visual Displays
  - ADA Compliant Audible Announcement System
  - Touch Screen Kiosk Display
  - LTE Advanced Cellular Router
  - Emergency Callbox (Blue Phone)
  - Route Map Backlit Signage
  - Realtime Visual Next Bus Arrival Indicator Display
  - Bluetooth Beacon Gateway

- Terminus Stations
  - Bus Bays
    - BRT Bays Route/Destination Visual Display
    - Fixed Route Bays Dynamically Assigned Visual Display
    - ADA Compliant Audible Announcement System
  - Station Complex
    - Multi-Zone Audible Announcement System
    - Courtyard Touch Screen Kiosk
    - Indoor Waiting Areas LCD Displays
    - Emergency Callbox (Blue Phone)
    - Route Map Backlit Signage

1.2 Obtaining Proposal Documents

Proposal documents may be obtained from the City of Birmingham, Purchasing Division, Room P-100 City Hall, 710 North 20th Street, Birmingham, AL 35203 or by calling (205) 254-2265, fax (205) 254-2482 and requesting a copy to be mailed. Documents requested by mail will be packaged and sent postage paid. Electronic copies may also be downloaded from the City of Birmingham website:

https://www.birminghamal.gov/work/bidding-opportunities/

or

https://www.birminghamal.gov/capital-project-management-office/bidding-opportunities/
Any addenda will be available on the internet. Addenda will be mailed to only those vendors who were provided a
copy in person or by mail. Proposers are responsible for checking the website for addenda until the Proposal due date.

1.3 Proposal Due Date and Submittal Requirements

1. Proposals must be received no later than 5:00 P.M. Central Time on August 16, 2019 and should be
   addressed as follows:

   Carmen Jones, MAML
   Purchasing Agent
   City of Birmingham
   710 North 20th Street – Suite P-100
   Birmingham, Alabama 35203

2. Envelopes or boxes containing Proposals shall be sealed and clearly labeled with the City’s Proposal number
   and the solicitation title: Solicitation #20-01 BRT Passenger Information Technology Systems.

3. Proposers are requested to submit to the City one unbound hard copy marked “Original,” five (5) additional
   bound printed copies, and one electronic PDF copy of the Proposal on a portable jump drive. In case of any
   discrepancies, the hard copy will be considered by the City in evaluating the Proposal, and the electronic
   version is provided for the City’s administrative convenience only. A Proposal is deemed to be late if it is
   received by the City after the deadline stated above. Proposals received after the submission deadline will be
   rejected and kept on file unopened.

1.4 Validity of Proposals

Proposals and subsequent offers shall be valid for a period of one hundred twenty (120) days from the due date
specified above.

1.5 Period for Questions

Prospective Proposers are requested to submit written questions via e-mail by 5:00 P.M. Central Time on August 9,
2019 to the Contract Officer/Administrator identified below.

Contracting Officer’s Contact Information:

   Mrs. Carmen Jones
   Purchasing Agent, City of Birmingham
   carmen.jones@birminghamal.gov

Responses will be shared with all prospective Proposers on the websites listed above. Prospective Proposers are
reminded that any changes to the RFP will be by written addenda only. A copy of any addenda will be mailed to only
those vendors who were provided a copy in person or by mail.

Identification of Source of Funding

Financial support of this project is provided through financial assistance from the USDOT FY 2015 TIGER
Discretionary Grant (FAIN No. 5822-2017-1) on a fifty percent (50%) matched basis. Additional sources of funds are
provided by the City of Birmingham and/or Birmingham-Jefferson County Transit Authority (BJCTA).
SECTION 2: INSTRUCTIONS TO PROPOSERS

2.1 Proposed Schedule for the Procurement

The following is the solicitation schedule for Proposers:

- RFP Release Date: **August 2, 2019**
- Deadline to submit written questions: **August 9, 2019, 5:00 P.M. Central Time**
- Responses to questions and RFP addenda: **August 13, 2019, 5:00 P.M. Central Time**
- Proposal Due Date: **August 16, 2019, 5:00 P.M. Central Time**

2.2 Questions, Clarifications, and Omissions

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Contracting Officer identified above. Unless otherwise instructed by the Contracting Officer, Proposers and their representatives shall not make any contact with or communicate with any member of the City, or its employees and consultants, other than the designated Contracting Officer, in regard to any aspect of this solicitation or offers.

At any time during this procurement up to the time specified in “Proposed Schedule for the Procurement,” Proposers may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the RFP, or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to the City as identified on the form Request for Pre-Offer Change or Approved Equal. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the RFP, without a substantial increase in cost or time requirements.

All responses to Request for Pre-Offer Change or Approved Equal shall be provided to all Proposers. Any response that is not confirmed by a written addendum shall not be official or binding on the City.

If it should appear to a prospective Proposer that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, state, local or City law, ordinance, rule, regulation or other standard or requirement, then the Proposer shall submit a written request for clarification to the City within the time period specified above.

2.3 Addenda to RFP

The City reserves the right to amend the RFP at any time in accordance with “Proposed Schedule for the Procurement.” Any amendments to the RFP shall be described in written addenda. Notification of the addenda also will be distributed to all such prospective Proposers officially known to have received the RFP. Failure of any prospective Proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become an integral part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the City’s sole option disqualify the Proposal.

If the City determines that the addenda may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed no fewer than ten (10) days from the date of issuance of addenda or
by the number of days that the City determines will allow Proposers sufficient time to revise their Proposals. Any new Due Date shall be included in the addenda.

2.4 DBE Requirements for Transit Vehicle Manufacturers

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, a Proposer, as a condition of being authorized to respond to this solicitation, must certify by completing the form DBE Approval Certification that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

2.5 Buy America Certification

This Contract is subject to the “Buy America” requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations. Prospective Proposers’ attention is directed to 49 CFR §661.11, “Rolling Stock Procurements.” Prospective Proposers have the responsibility to comply with the cited and any governing statutes and regulations, including official interpretations.

A Proposer shall submit to the City the appropriate Buy America certification, included in this document, with all offers on FTA-funded contracts. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.

The two signature blocks on the Buy America certificate are mutually exclusive. Proposers shall sign only one signature block on the certificate. Signing both signature blocks will make the Proposal nonresponsive. A false certification is a criminal act in violation of 18 USC §1001.

A Proposer who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) days of Proposal opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The Proposer will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The Proposer will simultaneously send a copy of this information to the City.

The FTA Chief Counsel may request additional information from the Proposer, if necessary. The City may not make Contract award until the FTA Chief Counsel issues his or her determination, except as provided in 49 CFR Part 661.15(m).

Certification based on ignorance of proper application of the Buy America requirements is not an inadvertent or clerical error.

A waiver from the Buy America provisions will be sought by the City from the FTA for the proposed awardee, if the grounds for a waiver exist. All Proposers seeking a waiver must submit to the City a timely request in writing, which shall include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following:

1. Their application would be inconsistent with the public interest;
2. Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of domestic material will increase the cost of the overall Contract by more than 25 percent.

Any party may petition the FTA to investigate a successful Proposer’s compliance with the Buy America certification. The procedures are set out in 49 CFR Part 661.15. If the FTA determines that the evidence indicates noncompliance, the FTA will require the City to initiate an investigation. The successful Proposer has the burden of proof to establish compliance with its certification. If the successful Proposer fails to so demonstrate compliance, then the successful Proposer will be required to substitute sufficient domestic materials without revision of the original Contract terms. Failure to do so will be a breach of the Contract and may lead to the initiation of debarment proceedings under 49 CFR Part 29.

2.6 Conditions, Exceptions, Reservations, or Understandings

Proposers are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not sufficiently responding to the requirements of the RFP.

Any and all Deviations must be explicitly, fully and separately stated in the Proposal. Proposal Deviations must be explicitly and fully stated in the Proposal by completing the Form for Proposal Deviation, setting forth at a minimum the specific reasons for each Deviation so that it can be fully considered and, if appropriate, evaluated by the City. In addition to the Form for Proposal Deviation, deviations made in Section 6 Technical Specifications must be indicated on the Form for Technical Specification Conformance. All Deviations shall be evaluated in accordance with the appropriate evaluation criteria and procedures, and may result in the Proposer receiving a less favorable evaluation than without the Deviation.

The Form for Proposal Deviation and Form for Technical Specification Conformance shall be included in the Technical package.

2.7 Protest Procedures

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest, and submitted to:

Nicole King  
City Attorney Legal Department  
710 North 20th Street, Room 600  
Birmingham, AL 35203

Protests not properly addressed to the address shown above may not be considered by the City.

Copies of the City’s protest procedures and the protest provisions of FTA Circular 4220.1F or its successor may be obtained from Nicole King, City Attorney Legal Department, 710 North 20th Street, Room 600, Birmingham, AL 35203. Proposals will be opened and a Notice of Award will be issued by the City in accordance with the City’s protest procedures and the protest provisions of FTA Circular 4220.1F or its successor.

2.7.1 Pre-Proposal Protests

Pre-Proposal protests are protests based upon the content of the solicitation documents. Three copies of Pre-Proposal protests must be received by the City’s Purchasing office no later than five (5) calendar days prior to the Due Date. Protests will be considered and either denied or sustained in part or in whole, in writing, in a manner that provides verification of receipt, prior to the Due Date for Proposals. A written decision specifying the grounds for sustaining...
all or part of or denying the protest will be transmitted to the protestor prior to the Due Date for Proposals in a manner that provides verification of receipt prior to the Due Date for Proposals. If the protest is sustained, then the Proposal Due Date may be postponed and an addendum issued to the solicitation documents or, at the sole discretion of the City, the solicitation may be canceled. If the protest is denied, then Proposals will be received and opened on the scheduled date unless a protest is filed with FTA. See “FTA Review,” below.

2.7.2 Protests on the Recommended Award

All Proposers will be notified of the recommended award. This notice will be transmitted to each Proposer at the address contained in its Proposal form in a manner that provides verification of receipt. Any Proposer whose Proposal has not lapsed may protest the recommended award on any ground not specified in “Pre-Proposal Protests,” above. Three (3) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the City at the appropriate address in “Address,” above, no later than five (5) calendar days after the date such notification is received. Prior to the issuing of the Notice of Award, a written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the Proposer recommended for award in a manner that provides verification of receipt.

2.7.3 FTA Review

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration of the U.S. Department of Transportation pursuant to the procedures provided in the FTA C 4220.1F or its successor. FTA review is limited to the alleged failure of the City to have written protest procedures, the alleged failure of the City to follow those procedures, the alleged failure of the City to review a protest or the alleged violation of federal law or regulation.

2.8 Preparation of Proposals

2.8.1 Use of Proposal Forms

Proposers are advised that the forms contained in this RFP are required to be used for submission of a Proposal.

2.8.2 Proposal Format Requirements

Proposals shall be submitted in a sealed package. The package shall be marked as specified herein and shall contain all the Proposal documents required. These same requirements shall apply to any best and final offers (BAFOs) that may be requested.

Proposers shall submit one unbound original (marked clearly as such), seven (7) bound hard copies, and one electronic version in Adobe PDF format to the City. In case of any discrepancies, the original will be considered by the City in evaluating the Proposal, and the electronic version is provided for the City’s administrative convenience only.

The hard-copy Proposals shall be prepared double-sided on 8½ in. × 11 in. paper in at least 11-point font. The hard copies shall be contained in three-ring binders, the contents of which are identified on the outside. Use of 11 in. × 17 in. foldout sheets for large tables, charts or diagrams is permissible but should be limited. Elaborate formatting is not necessary. Do not provide promotional or advertising information, unless this information is requested and/or is necessary to support the technical submittal.
Proprietary/Confidential Information

The Proposer is directed to collect and submit any information it deems to be proprietary or confidential in nature in a separate marked and sealed package. If there is no confidential information, then the Proposer should include a statement to that effect. Subject package shall be submitted in accordance with the terms and conditions governing the submittal of Proposer’s Proposal to this RFP. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

The Proposer is advised that the City is public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this RFP. If a request is received by the City for the release of Proposer’s proprietary/confidential information, then subject request will be referred to the Proposer for review and consideration. If Proposer chooses to declare the information proprietary/confidential and withhold it from release, then it shall defend and hold harmless the City from any legal action arising from such a declaration.

2.8.3 City Treatment of Proprietary/Confidential Information

Access to government records is governed by the Code of Alabama 1975, Section 36-12-40. Except as otherwise required to be disclosed by applicable Code of Alabama 1975, Section 36-12-40, the City will exempt from disclosure proprietary information identified in Package 4.

Upon a request for records from a third party regarding this Proposal, the City will notify the Proposer in writing. The Proposer must respond within seven (7) business days with the identification of any and all “proprietary, trade secret or confidential commercial or financial” information. Failure to respond within the allowed period shall be deemed an approval to release. The Proposer shall indemnify the City’s defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The City shall employ sound business practices no less diligent than those used for the City’s own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the Code of Alabama 1975, Section 36-12-40 against disclosure of such information and material to third parties, except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information—with such determinations to be made by the City at its sole discretion—bears appropriate notices relating to its confidential character.

2.8.4 Signing of Proposal Forms

Proposals shall include firm name (and, in the event that the Proposer is a joint venture, the names of the individual firms comprising the joint venture); business address; and the name, title, business address, telephone number, facsimile (fax) number and email address of the responsible individual(s) who may be contacted during the Proposal evaluation period for scheduling oral presentations and for receiving notices from the City. The Proposer shall submit with its Proposal a copy of the joint venture agreement.

Proposals shall be signed by those individual(s) authorized to bind the Proposer. The Proposer shall submit evidence of the official’s authority to act for and bind the Proposer in all matters relating to the Proposal. (In the event that the Proposer is a joint venture or consortium, a representative of each of the members of the joint venture or consortium shall execute the Proposal. Each joint venture or consortium member is jointly and severally liable for the joint venture or consortium.)
2.8.5 Modification or Withdrawal of Proposals

A modification of a Proposal already received will be accepted by the City only if the modification is received prior to the Proposal Due Date, is specifically requested by the City, or is made with a requested BAFO. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal already received prior to the Proposal Due Date by submitting to the City, in the same manner as the original Proposal, a written request for withdrawal executed by the Proposer’s authorized representative. After the Proposal Due Date, a Proposal may be withdrawn only if the City fails to award the Contract within the Proposal validity period prescribed in “Duration of the Validity of Proposals,” or any agreed-upon extension thereof. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal within the time set for receipt of Proposals.

2.8.6 Ownership and Cost of Proposal Development

All proposals will become the property of the City.

This RFP does not commit the City to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal, nor to procure or contract for the equipment.

2.9 Proposal Evaluation, Negotiation, and Selection

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those applicable to a competitive negotiated procurement whereby Proposals are evaluated to determine which Proposals are within a Competitive Range. Discussions and negotiations may then be carried out with Proposers within the Competitive Range, after which BAFOs may be requested.

However, the City may select a Proposal for award without any discussions or negotiations or request for any BAFOs. Subject to the City’s right to reject any or all Proposals, the Proposer whose Proposal is found to be most advantageous to the City will be selected, based upon consideration of the criteria of “Proposal Selection Process,” below.

2.9.1 Confidentiality of Proposals

Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process, except as otherwise required by applicable law. Only the members of the Selection Committee and Evaluation Team and other City officials, employees and agents having a legitimate interest will be provided access to the Proposals and evaluation results during this period.

2.9.2 Duration of the Validity of Proposals

Proposals and subsequent offers shall be valid for the period stated in “Section 1.4: Notice of Request for Proposals.” The City may request Proposers to extend the period of time specified herein by written agreement between the City and the Proposer(s) concerned.

2.9.3 Evaluation Committee

An Evaluation Committee, which will include City staff, BJCTA staff, and one or more outside experts, will be established. The Evaluation Committee will carry out the detailed evaluations of Proposals, including scoring and establishing final scores for a rank order of Proposals representation value to the City from “best” to “lowest”,

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establishing the Competitive Range, and making the recommendation for selection of the Proposer, if any that may be awarded the Contract.

The Evaluation Committee will report its recommendations and findings to the appropriate City individual or body responsible for further negotiations and potentially awarding the Contract.

2.9.4 Review of Proposals for Responsiveness and Proposers for Responsibility

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this RFP and if the Proposer is responsible.

A responsive Proposal is one that follows the requirements of this RFP, includes all documentation, is submitted in the format outlined in this RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed nonresponsive.

A responsible Proposer is one that demonstrates the capability to satisfy the commercial and technical requirements set forth in the Solicitation. A Proposer’s failure to demonstrate that it is responsible may result in the Proposal being rejected.

Any Proposal found to be nonresponsive or Proposer found to be non-responsible will not be considered further for award. Proposals that do not comply with the RFP instructions and requirements or do not include the required information may be rejected as insufficient and may not be further considered. The City reserves the right to request a Proposer to provide additional information and/or to clarify information. The City’s determination regarding the responsiveness of a Proposal and the responsibility of a Proposer shall be final.

2.9.5 Proposal Selection Process

The following describes the process by which Proposals will be evaluated and a selection made for a potential award. Any such selection of a Proposal shall be made by consideration of only the criteria set forth below.

“Qualification Requirements” specifies the requirements for determining responsible Proposers, all of which must be met by a Proposer to be found qualified. Final determination of a Proposer’s qualification will be made based upon all information received during the evaluation process and as a condition for award.

“Proposal Evaluation Criteria” contains all the evaluation criteria, and their relative order of importance, by which a Proposal from a qualified Proposer will be considered for selection. An award, if made, will be to a responsible Proposer for a Proposal that is found to be in the City’s best interests or best value, based on price and other evaluation criteria considered. The procedures to be followed for these evaluations are provided in “Evaluation Procedures,” below.

Qualification Requirements

The following are the requirements for qualifying responsible Proposers. All of these requirements should be met; therefore, they are not listed in any particular order of importance. Any Proposal that the Evaluation Committee finds does not meet these requirements, and cannot be made to meet these requirements, may be determined by the Evaluation Committee not to be responsible and the Proposal rejected. The requirements are as follows:

1. Sufficient financial strength, resources and capability to finance the Work to be performed and to complete the Contract in a satisfactory manner, as measured by the following:
• Proposer’s financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant; oral statement from the Proposer regarding how financial information may be reviewed by the City.
• Proposer’s ability to secure financial guarantees, if required, as evidenced by a letter of commitment from an underwriter, surety or other guarantor confirming that the Proposer can provide the required guarantee.
• Proposer’s ability to obtain required insurance with coverage values that meet minimum requirements, evidenced by a letter from an underwriter confirming that the Proposer can be insured for the required amount.

2. Evidence that the human and physical resources are sufficient to perform the Contract as specified and to ensure delivery of all equipment within the time specified in the Contract, to include the following:
   • Engineering, management, and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience and equipment to complete the Contract as required and to satisfy any engineering or service problems that may arise during the warranty period.
   • Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.
   • A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience and equipment sufficient to perform all warranty and on-site Work.

3. Evidence that Proposer is qualified in accordance with the provisions of “Section 8: Quality Assurance.”

4. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability and steps Proposer took to resolve any judgments, liens, Fleet Defects history, or warranty claims. Evidence shall be by client references.

Proposal Evaluation Criteria

The following are the criteria (not in any order) by which Proposals from responsible Proposers will be evaluated and ranked for the purposes of determining any Competitive Range and to make any selection of a Proposal for a potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated on the Form for Proposal Deviation, which do not cause the City to consider a Proposal to be outside the Competitive Range, will be evaluated according to the respective evaluation criteria and sub-criteria that they affect.

The CITY will initially review the proposals for responsiveness and responsibility-related criteria as set forth in the RFP. Those proposals that meet the responsiveness and experience requirement will then be scored according to the following criteria:

1. Quality and responsiveness;
2. Cost proposal amount;
3. Experience and qualifications; and
4. Past performance and references.

The City will enter into negotiations to contract with the highest-ranked proposer. Should the terms offered not be desirable to the City, negotiations with successive highly-ranked proposers will follow until a Contract is finalized.

The City reserves the right to negotiate with one or all proposers. The City reserves the right to issue separate Contracts if deemed in the best interest of the City.
2.10 Response to Proposals

2.10.1 Single Proposal Response

If only one Proposal is received in response to this RFP and it is found by the City to be acceptable, then a price or cost analysis, or both, possibly including an audit, may be performed by or for the City. The Proposer has agreed to such analysis by submitting a Proposal in response to this RFP.

2.10.2 Availability of Funds

This procurement is subject to the availability of funding. Financial support of this project is provided through financial assistance from the USDOT FY 2015 TIGER Discretionary Grant (FAIN No. 5822-2017-1) on a fifty percent (50%) matched basis. Additional sources of funds are provided by the City of Birmingham and/or Birmingham-Jefferson County Transit Authority (BJCTA).

2.10.3 City Contract Approval Process

Contract will be awarded to most responsive and responsible bidder who meets all bid requirements, has a history of successfully completing like work, and submits the most advantageous or best value Proposal.

2.10.4 City Rights

The City reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the City.

The City reserves the right to reject any or all Proposals, to undertake discussions with one or more Proposers, and to accept that Proposal or modified Proposal which, in its judgment, will be most advantageous to the City, considering price and other evaluation criteria. The City reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive. The City reserves the right to waive any Defects, or minor informalities or irregularities in any Proposal that do not materially affect the Proposal or prejudice other Proposers.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the City.

The City may reject a Proposal that includes unacceptable Deviations as provided in the Form for Proposal Deviation.

2.10.5 Execution of Contract

The acceptance of a Proposal for award, if made, shall be evidenced in writing by a notice of award of Contract delivered to the Proposer whose Proposal is accepted. Upon notice of award of the Contract to a Proposer, the Proposer shall commence performance under the Contract by furnishing any required bonds, and by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within seven (7) calendar days after the date of receipt of the notice of award. Failure to fulfill these requirements within the specified time is cause for termination of the Contract under “Termination for Default” in Section 3.
2.11 Conflicts of Interests and Gratuities

Proposers are prohibited from engaging in any practice that may be considered a conflict of interest under existing City policies and/or state law, and to refrain from participating in any gifts, favors or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.
SECTION 3: SCOPE OF SERVICES

CITY desires to select a provider who will fully design and implement a turn-key Passenger Information Technology System (PITS) at a total of 32 Curbside BRT Platforms and at the two Terminus Stations located at each end of the BRT line. These facilities will be constructed over a period expected to last until August of 2020. This solicitation is to procure all hardware, software, support, design, installation, programming and maintenance necessary to provide CITY with a fully functional turn-key PITS infrastructure for this line that seamlessly integrates with the existing PIDS infrastructure already in place to support the operations of the Birmingham Jefferson County Transit Authority (MAXTransit or BJCTA). The current PIDS infrastructure, as outlined later in this document, supports the Birmingham Intermodal Terminal as well as the Agency’s Realtime Timetables on their Website.

2.1 Curbside Stations

The PITS System at each Curbside Station will be responsible for the following primary functions:

- Visual Display of the Route, Destination, and Realtime ETD for at least the next two departures via a “LCD Next Bus Display Screen” including support for Fully ADA Compliant Visual Alerting including integration with the existing CAD/AVL infrastructure for Real-Time ETA. The system should also have the capability of displaying Service Alerts and Public Messages from the Current PIDS System.

- An Audible Announcement System Capable of Making Arrival Announcements, ADA Compliant On-Demand Route Information Announcements (via a provided IP65 trigger button) including integration with the existing CAD/AVL infrastructure for Real-Time ETA. The system should also be capable of making Ad-Hoc Customer Service Messages via TTS (both Scheduled and On-Demand) from the current PIDS system. This system should include all necessary speakers and amplification to provide appropriate coverage of the station platform and should provide a function whereby volume is raised or lowered to account for the ambient noise level in the shelter while minimizing the noise impact on the surrounding community.

- A Separate Touch Screen Kiosk display to provide Route, Agency, Service, and Community Related information as well as wayfinding and trip planning across both the BRT and the BJCTA Fixed Route System via integration with the existing PITS and CAD/AVL APIs.

- Dual SIM / Dual Carrier Capable LTE Advanced Cellular Router with both WiFi and Ethernet Capability and Failover Functionality. Router should include cloud management capabilities.

- Emergency Callbox “Blue Phone” with appropriate signage and LED Lighting to indicate the presence of the callbox from an appropriate distance from the shelter.

- LED “Lightbox” backlit Signage for Route Map and other Passenger Information

- LED Realtime Visual Next Bus Arrival Indicator Display designed to provide a visual indication of the approximate time remaining to the next bus arrival from a distance of at least 200 Feet away from the station including integration with the existing CAD/AVL infrastructure for Real-Time ETA.

- Bluetooth Beacon Gateway to allow Arrival Alerts (Visual and Audible) to be triggered by Proximity of BLE Beacons installed on the Vehicles, or equivalent solution provided by the respondent that minimizes cellular data consumption while providing immediate proximity-based notifications.
2.2 Terminus Stations

The PITS System at each of the two Terminus Station will be responsible for the following primary functions:

- For the Two BRT Bays, Visual Display of the Route, Destination, and Realtime ETD for at least the next two departures via a “Dual Sided LCD Next Bus Display Screen” including support for Fully ADA Compliant Visual Alerting including integration with the existing CAD/AVL infrastructure for Real-Time ETA. The system should also have the capability of displaying Service Alerts and Public Messages from the Current PIDS System.

- For the Three Dynamically Assigned (See Below for Discussion of Dynamic Bus Bay Requirements) Fixed Route Bays, Visual Display of the Current Route, Destination, and Realtime ETD for the bus that is currently utilizing a given bay via a “Dual Sided LCD Next Bus Display Screen” including support for Fully ADA Compliant Visual Alerting including integration with the existing CAD/AVL infrastructure for Real-Time ETA, and the current PIDS system for Supplemental Stop and Route Content. The system should also have the capability of displaying Service Alerts and Public Messages from the Current PIDS System.

- For each bay, an Audible Announcement System Capable of ADA Compliant On-Demand Route Information Announcements (via a provided IP65 trigger button) including integration with the existing CAD/AVL infrastructure for Real-Time ETA. The system should also be capable of making Ad-Hoc Customer Service Messages via TTS (both Scheduled and On-Demand) from the current PIDS system. This system should include all necessary speakers and amplification to provide appropriate coverage of its designated bay area and should provide a function whereby volume is raised or lowered to account for the ambient noise level in the area while minimizing the noise impact on the surrounding community.

- For the Station Complex, a Multi-Zone Audible Announcement System capable of providing fully automated arrival and departure announcements, as well as scheduled, ad-hoc, or on-demand service alerts and public messages using the agency’s choice of either Recorded Human Voice, or Text to Speech. The system should provide a method of interfacing with a fire alarm to suppress announcements when a fire alarm is triggered. System to include appropriate amplification and speaker quantities to provide good coverage indoors and outdoors of the entire station complex without creating unacceptable audible volume “Hot-Spots”. Vendor should select speaker types that will fit each environment (Indoor Waiting Area, Courtyard, and Platforms) both acoustically and architecturally.

- For the courtyard area, a Touch Screen Kiosk display to provide Route, Agency, Service, and Community Related information as well as wayfinding and trip planning across both the BRT and the BJCTA Fixed Route System via integration with the existing PIDS and CAD/AVL systems.

- For the Indoor Waiting Area an LCD display to provide visual indication of what route is currently in each dynamically assigned fixed route bay via an integration with either the existing Bluetooth Beacon based API provided by the current PIDS system or an equivalent system provided by the respondent.

- For the Indoor Waiting Areas an appropriate number of LCD displays (as specified below) to provide schedule and agency related information.

- Emergency Callbox “Blue Phone” with appropriate signage and LED Lighting to indicate the presence of the callbox from an appropriate distance from the shelter.

- LED “Lightbox” backlit Signage for Route Map and other Passenger Information
• For the two BRT bays, LED Realtime Visual Next Bus Arrival Indicator Display designed to provide a visual indication of the approximate time remaining to the next bus arrival from a distance of at least 200 Feet away from the station including integration with the existing CAD/AVL infrastructure for Real-Time ETA.

• Bluetooth Beacon Gateway(s) to allow Arrival Alerts (Visual and Audible) to be triggered by Proximity of BLE Beacons installed on the Vehicles to a specific bay, or equivalent solution provided by the respondent that minimizes data consumption while providing immediate proximity-based notifications and strong false positive rejection for buses passing next to a given bay.

CITY desires the PITS designer be responsible for the design and specification of all hardware necessary for the PITS system to function as it is designed. The models and specifications provided below are strictly for purposes of establishing the desired capability and capacity of the requested system components. It is the desire that the PITS designer also be responsible for the signage content development for both BRT and Fixed Route Displays, with the understanding that CITY will have final and ultimate authority as to what information is displayed on each. While CITY will be procuring the system, BJCTA will be the ultimate owner and operator of the PITS system. The selected vendor will be responsible for providing BJCTA with an ongoing support agreement for a fully managed PITS solution including, but not limited to, API Integration, Data Management, Signage CMS Hosting and Support, Display Controller and Display Device Monitoring and Management, Content Management and Scheduling, Backup and DR Services, and On-Site Hardware and Software Support. All content development and maintenance will be the responsibility of the PITS designer. The respondent will be responsible for all on-going maintenance of content as well as the PITS hardware. System components will likely include databases, cloud services, wired or wireless controllers, screens or signs of LED or LCD types, vehicle recognition applications, and dynamic content generation.

The ability of the respondent to facilitate third party integration of content such as dynamic data as well as manually configured information is a requirement. Integration with third party applications and or systems without excessive cost to the owner is a priority.

2.3 Dynamic Bus Bays

BJCTA utilizes a Dynamic Bus Bay system in their current Central Station whereby drivers select the first available bus bay upon arrival to the terminal rather than assigning bays to specific routes. It is anticipated that this system will be extended to the Terminus Stations as well to maximize the utilization of the limited fixed route bay space. To facilitate quick pull in and pull out, and to maximize space, the bays are configured at a very shallow angle (per the facility plan included in Appendix XX). As such the decision was made as part of the original Central Station PITS project to make use of Bluetooth Beacons installed on the bus and a Hardware Gateway installed in each bay to allow direct proximity measurement to the bay using RSSI from the Beacon installed on the bus vs. utilizing GPS via a cloud API to prevent false positives. Each gateway communicates with a middleware API maintained by the existing PITS supplier and from there when a threshold is met and the measurements from other bays are compared, an arrival event is triggered. This updates the content on that bay display to show the arriving and departing routes as well as the ETD. It also makes an overhead announcement to alert passengers of the route and bay, and finally it updates all schedule displays with the bay number that will be serving the specific departure route/time. The designer is welcome to select an alternate solution that provides equivalent functionality, however CITY and BJCTA would prefer that any solution utilize existing infrastructure on the fixed route buses and not require installing additional new technology on the vehicles. Should this be required, proposer must include the cost of this vehicle deployment in their proposal.

2.4 Existing PIDS and CAD/AVL System Interfaces

BJCTA’s currently uses Message Point Media’s TransitPoint PIDS infrastructure for their central station, intermodal, and website timetables. BJCTA currently uses Avail for their CAD/AVL Provider. BJCTA’s agreements with these providers does not specify 3rd party access to their APIs, and so the prospective vendor will need to work directly
with these companies to coordinate access or support for any required API or Integration resources. Any cost for this access and/or support will be the responsibility of the proposer. If proposer can design a solution that provides the required capability set without this coordination, CITY will consider the proposed design as long as proposer includes the full cost of any required additional systems, deployment, services, and ongoing maintenance as part of their proposal.

2.5 Technology Footprint and Component Integration

Due to the compact size of the station platforms, CITY desires to minimize the footprint of the PITS system and avoid consuming valuable platform space with multiple cabinets and enclosures. Therefore, prospective designers are encouraged to maximize the integration of the specified components into a minimum number of enclosures to allow them to share physical space as well as infrastructure and environmental protection.

2.6 Visual Design and Passenger Experience

As the BRT will be an extension/connector of the current BJCTA Fixed Route Service and the current riders have a familiarity and comfort level with the current PIDS system, CITY expects that the PITS designer will ensure that any new signage display components would maintain a consistent look, feel, and user experience with the existing PIDS displays already in use. In addition, it is very important that the designer provide CITY and BJCTA the ability to have all displays match the Agency and City’s brand standards.

2.7 Reference System Components

The above information describes the desired operational functionality of the PITS system. The below information provides specific configurations and specifications for reference components that meet CITY and BJCTA’s expectations for optimal performance in the PITS Architecture. It is not intended to preclude designer from proposing a superior component or an alternate design as long as it meets or exceeds the design goals and functionality outlined above:

A. Curbside Station Next Bus Intelligent Display (32)
   a. 48” Diagonal Ultra-Wide (32:6) Format UHD LCD Display
   b. Sunlight Readable under Shelter Canopy (1000 NITS+)
   c. 50,000 Hour+ Rated LED Backlight
   d. Integrated Intelligent Signage Controller with Offline Capability (12+ Hours)
   e. Ethernet and Wi-Fi (for Failover)
   f. Vandal Resistant Steel Enclosure
   g. 5mm or Greater AR Tempered Glass Screen Protection
   h. Extended Environmental Tolerances (-20 to 50c, 90%+ Humidity)
   i. Integrated Monitoring for parameters such as Enclosure Temp, Fans, Filter Life, Intrusion, Shock, Flooding, and Smoke with Central Cloud Device Monitoring / Management Interface
   j. Remote Access, Remote Reboot
   k. UL (or Equivalent NRTL) Certified Integrated Outdoor Display (or if design specifies a separate Display and Enclosure each may be Independently Certified)
   l. 3 Year Warranty in Commercial Outdoor Service

B. Curbside Passenger Info Kiosk (32)
   a. 55” Diagonal Portrait (9:16) Format FHD LCD Display
   b. Readable under Direct Sunlight (Non-Darkening) (2000 NITS+)
   c. Outdoor Rated Multi-Touch Interface
   d. 50,000 Hour+ Rated LED Backlight
   e. Integrated Intelligent Signage Controller with Offline Capability (12+ Hours)
f. Ethernet and Wi-Fi (for Failover)
g. Rear Side 55” Diagonal LED Backlit Lightbox
h. Vandal Resistant Steel Enclosure
i. 5mm or Greater AR Tempered Glass Screen Protection
j. Extended Environmental Tolerances (-20 to 50c, 90%+ Humidity)
k. Integrated Monitoring for parameters such as Enclosure Temp, Fans, Filter Life, Intrusion, Shock, Flooding, and Smoke with Central Cloud Device Monitoring / Management Interface
l. Remote Access, Remote Reboot
m. UL (or Equivalent NRTL) Certified Integrated Outdoor Display (or if design specifies a separate Display and Enclosure each may be Independently Certified)
n. 3 Year Warranty in Commercial Outdoor Service

C. Intelligent LED Next Bus Indicator Display (36)
a. Long Distance Fully Sunlight Readable (5000+ NITS)
b. 8mm or Smaller Dot Pitch
c. Integrated Intelligent LED Display Controller
d. Ethernet Interface
e. Animated “Progress Meter” style Next Bus Display Capability from CAD/AVL API Data, Bluetooth Beacon, or other Proximity System

D. Curbside Audible Announcement System (32)
a. Four Speakers
b. 150W Class D Amplifier
c. Outdoor Rated Ambient Noise Sensing Microphone
d. Local (Offline Capable) Ad-hoc Text to Speech Engine
e. IP65 ADA Pushbutton Trigger Interface

E. LTE Advanced Cellular Router (32)
a. Dual SIM / Dual Carrier Failover Capable
b. Triple Carrier Capable with 700 Mhz Band Support
c. Integrated Ethernet Router and 4 Port Switch
d. 5G Upgradeable
e. Extended Environmental Tolerances
f. Appropriate External LTE Antenna
g. Cloud Management Console
h. WiFi Captive Portal Capable

F. Emergency Callbox (Blue Phone) (34)
a. IP65 Outdoor Capable Design
b. Push Button 911 Calling
c. Environmentally and Vandal Hardened Speaker and Microphone
d. Blue LED Indicator Light
e. VoIP or Cellular Connection

G. Curbside Communications Enclosure (32)
a. IP65 Environmental Protection
b. Integrated Cooling and Heating Systems
c. Surge & Lighting Protection
d. 12V and 5V DC Outputs
e. 30AH or Greater Sealed Maintenance Free Deep Cycle Battery Backup
f. Battery Management System
g. Capacity for all Proposed System Components Not Integrated into Display Enclosures

H. Terminus Station Dual Sided Intelligent Bay Display (10)
a. Dual 49” Diagonal Super-Wide (32:9) Format UHD LCD Displays
b. Sunlight Readable (1500 NITS+)
c. 50,000 Hour+ Rated LED Backlight
d. Dual Integrated Intelligent Signage Controllers with Offline Capability (12+ Hours)
e. Ethernet and Wi-Fi (for Failover)
f. Vandal Resistant Steel Enclosure
g. 5mm or Greater AR Tempered Glass Screen Protection
h. Extended Environmental Tolerances (-20 to 50c, 90%+ Humidity)
i. Integrated Monitoring for parameters such as Enclosure Temp, Fans, Filter Life, Intrusion, Shock, Flooding, and Smoke with Central Cloud Device Monitoring / Management Interface
j. Remote Access, Remote Reboot
k. UL (or Equivalent NRTL) Certified Integrated Outdoor Display (or if design specifies a separate Display and Enclosure each may be Independently Certified)
l. 3 Year Warranty in Commercial Outdoor Service

I. Terminus Station Passenger Info Kiosk (2)
   a. 55” Diagonal Portrait (9:16) Format FHD LCD Display
   b. Readable under Direct Sunlight (Non-Darkening) (2000 NITS+)
   c. Outdoor Rated Multi-Touch Interface
d. 50,000 Hour+ Rated LED Backlight
e. Integrated Intelligent Signage Controller with Offline Capability (12+ Hours)
f. Ethernet and Wi-Fi (for Failover)
g. Rear Side 55” Diagonal LED Backlit Lightbox
h. Vandal Resistant Steel Enclosure
i. 5mm or Greater AR Tempered Glass Screen Protection
j. Extended Environmental Tolerances (-20 to 50c, 90%+ Humidity)
k. Integrated Monitoring for parameters such as Enclosure Temp, Fans, Filter Life, Intrusion, Shock, Flooding, and Smoke with Central Cloud Device Monitoring / Management Interface
l. Remote Access, Remote Reboot
m. UL (or Equivalent NRTL) Certified Integrated Outdoor Display (or if design specifies a separate Display and Enclosure each may be Independently Certified)
n. 3 Year Warranty in Commercial Outdoor Service

J. Terminus Station Intelligent Indoor Gate Display (2)
   a. 37” Diagonal Super-Wide (32:9) Format FHD LCD Display
   b. High Glare Readable (700 NITS+)
   c. 50,000 Hour+ Rated LED Backlight
d. Integrated Intelligent Signage Controller with Offline Capability (12+ Hours)
e. Ethernet and Wi-Fi (for Failover)
f. ADA Compliant TTS Annunciator and Switch Interface with Switch
g. Vandal Resistant Steel Enclosure
h. 3mm or Greater AR Tempered Glass Screen Protection
i. Remote Access, Remote Reboot
j. 3 Year Warranty in Commercial Service

K. Terminus Station Intelligent Indoor Schedule Display (6)
   a. 49” Diagonal Landscape (16:9) Format FHD LCD Display
   b. High Brightness (450 NITS+)
   c. 50,000 Hour+ Rated LED Backlight
d. Integrated Intelligent Signage Controller with Offline Capability (12+ Hours)
e. Ethernet and Wi-Fi (for Failover)
f. ADA Compliant TTS Annunciator and Switch Interface with Switch
g. ADA Compliant Wall Mount Depth (Max Protrusion below 80”)
h. Vandal Resistant Steel Enclosure
i. 3mm or Greater AR Tempered Glass Screen Protection
j. Remote Access, Remote Reboot
k. 3 Year Warranty in Commercial Service

L. Terminus Station Audio Announcement and PA System (2)
a. 4 x 600W Paging Amplifier
b. 6 x 4 Zone Pre-Amp with DSP
c. Ambient Noise Volume Control
d. Fire Safety Interface
e. 20 x Architectural Surface Mount Outdoor Speaker
f. 6 x Landscape Outdoor Speaker (for Courtyard)
g. 4 x Indoor Pendant Speakers
h. 3 x Ceiling Tile Mounted Speakers
i. Locking Audio Cabinet
j. Microphone Interface
k. Background Music Controller

2.8 Anticipated Signage Display Applications

It is expected that different types and locations of displays will need to provide different types of signage applications, and that some displays will utilize multiple signage applications based on content, schedule, interactivity or other conditions. CITY would like provider to submit examples of their proposed signage applications for this project, but the below is a list of the applications that CITY anticipates would be a part of any proposed design:

- BRT Next Bus Real-Time Schedule Display Application
- Service Alert – Public Message Display Application (with Audio Support)
- Interactive Trip Planning Application
- Interactive Routes / Schedules Explorer Application
- Interactive Wayfinding Application with Nearby Amenities
- Arrival / Departure Bay Application (with Audio Support)
- Fixed Route Real-Time Schedule Display Application
- Fixed Route Bay Display Application

Proposers are encouraged to provide details on any other proposed applications that would be part of their design.

2.9 Anticipated Phasing

It is anticipated that the PITS infrastructure will be deployed in phases as construction advances and that the system infrastructure should be capable of functioning from the completion of the first phase onwards. The entire BRT system is expected to be fully active no later than end of first quarter 2021. Installation of all hardware will be coordinated with construction activities on-going at the Intermodal Facility during the timeframe determined necessary for full functionality of the systems by the scheduled opening dates of each.

2.10 Additional Information

CITY will provide all infrastructure including conduit, power and data cabling required to reach the locations where PITS are to be installed. Any additional cabling will be the responsibility of the PITS installer. Data cabling will be CAT6 to all locations except the Terminus Bay Locations which will be fiber optic. Any media conversion requirements will be the responsibility of the PITS installer/provider.

It is the responsibility of the PITS provider/installer to perform all necessary testing and quality assurance. It is the responsibility of the PITS provider/installer that all hardware, software, and the like will be installed and function as
designed and specified. It is the responsibility of the PITS provider/installer to complete all functions of the PITS implementation within the time period allotted by CITY.

It is the responsibility of the PITS provider/installer to work with CITY, BJCTA and its construction representatives to ensure the timely and quality installation of the PITS system. All communication regarding the PITS system and the BRT System of the respondent, its representatives, contractors, vendors or the like will be directed exclusively to the CITY or its representatives.

2.11 Technical Requirements

CITY requires that the successful respondent be capable of:

- providing on-going maintenance of the system
- operate a 24x7x365 help desk
- perform content management tasks within 1 Business Day or less
- maintain sufficient technical abilities to perform all necessary programming services for third party data integration on-staff
- store and maintain online cloud servers for data storage and retrieval
- demonstrate appropriate internal controls for managing a complex technology infrastructure via SOC2 or equivalent 3rd Party Controls Audit on an annual basis
- exhibit demonstrated experience in PITS development and deployment with at least 3 comparable reference implementations for entities of equivalent or greater size and scope.
- At least 3 years of digital signage design and installation or equivalent technical experience

2.12 On-Vehicle Infotainment Display Add-on (Option)

Based on funding availability CITY and BJCTA desires the option to extend the PITS infrastructure proposed to the 10 BRT Buses that will be procured to support the initial rollout. CITY encourages the proposer to include their proposed solution for this functionality, however it will not be scored as part of the proposal’s evaluation criteria.
SECTION 4: PROPOSAL

2.13 Definition of Terms

The term "proposer" means the business organization or its duly authorized representatives submitting a proposal to provide the goods or services listed in the Scope of Services. The term “Contractor” refers to a proposer whose proposal is accepted and who enters into a Contract with the CITY.

The term "CITY" means the City of Birmingham or its duly authorized representative involved in the transaction.

The term “FTA” means the Federal Transit Administration.

The term “DOT” means the United States Department of Transportation.

2.14 Information Required from the Proposer

Proposals must be submitted in the format and order outlined below:

a. **Business Organization.** State the full name, address, and phone number of the proposer and, if applicable, the branch office or division that will perform or assist in performing the work. The capacity of the person submitting the proposal should also be provided. Indicate whether the proposer is licensed to operate in the State of Alabama, Jefferson County, Alabama, and the City of Birmingham, Alabama.

   If the proposer is a partnership, limited liability company, limited partnership, or joint venture, the proposal should state the full names and addresses of all partners, members, or joint venturers who own at least a ten percent interest in the proposer.

   The person signing the proposal must initial any erasures, corrections, or other changes appearing on the proposal form.

b. **Purpose of Proposal.** State in precise terms the means by which the Scope of Services will be fulfilled.

c. **Management Summary.** Include a description of the proposed effort.

d. **Additional Information and Comments.** Include any other information that is believed to be pertinent but is not specifically requested elsewhere.

e. **Statement of Qualifications.** Provide a statement of qualifications for the purpose of demonstrating the proposer’s ability to satisfactorily perform the Contract.

f. **Years of Experience.** State the number of years of experience the proposer has in the fields relevant to the Scope of Services.

g. **Financial Ability.** Include a balance sheet and financial statement, both as of the end of the most recent fiscal year.

h. **Willingness to Contract.** State that the proposer is willing to enter into a Contract consistent with the terms herein.

i. **Warranties.** State any warranties that apply to any goods or services to be delivered.
j. **Criminal Background.** For all persons and entities mentioned in any of the foregoing responses, indicate whether they (1) have ever been convicted of, (2) have an indictment pending for, or (3) have during the last five years been investigated for a criminal offense that is not related to the operation of an automobile. Convictions, indictments, or investigations for the crime of driving while intoxicated shall be disclosed. Convictions, indictments, or investigations shall be disclosed regardless of whether for a violation of federal, state, local, or non-U.S. laws.

k. **References.** Include contact information for three client references involved in projects completed within the last three years. References shall not be from sub-contractors, sub-consultants, vendors or staff, employees, contractors or the like to the proposer.

l. **Cost.** Complete Attachment A and submit it under separate cover.

### 2.15 Eligibility

The proposer should demonstrate that it:

a. Agrees to comply with all requirements set forth in this RFP.

b. Has adequate financial resources or ability to obtain resources as required for performance of the Contract.

c. Has a satisfactory record of past performance.

d. Has necessary management and technical capability to perform the proposal.

e. Will perform the work called for by the proposal in a good and workmanlike manner.

f. Is not on the United States General Services Administration’s “List of Parties Excluded from Federal Procurement Programs.”

g. Is not included on the U.S. Comptroller General's Consolidated “List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions.”

h. Is qualified as an established firm regularly engaged in the type of business necessary to fulfill the proposal’s requirements.

i. Is otherwise qualified and eligible to receive an award under applicable federal, state and local laws and regulations.

### 2.16 Equipment

The proposer shall at its own expense furnish all labor, supplies, equipment and machinery necessary to fulfill the Scope of Services.

### 2.17 Personnel

The proposer shall represent that it has, or will secure at its own expense, all personnel required in performing this proposal. Such personnel shall not be employees of or have any contractual relationship with the CITY. All the services required hereunder will be performed by or on behalf of the proposer. All personnel engaged in performing this proposal shall be fully qualified and shall be authorized, if applicable, under state and local law to perform such
services. All personnel should be hired in compliance with Alabama’s law on illegal immigration, Alabama Act 2011-535, as amended.

2.18 Tax Exempt

The proposer recognizes that the CITY is exempt from the payment of certain Federal, State and local taxes, and that such taxes are not to be included in the proposal price. The CITY will furnish a Contractor with the necessary tax-exempt certificates.

2.19 Proposal Familiarity

The submission of a proposal shall constitute an acknowledgement that the proposer has thoroughly examined and is familiar with the RFP in every detail, agrees with all the conditions in this Article II and, if selected, will execute a Contract containing all the terms found in Article III.
SECTION 5: DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS

The City’s overall DBE goal for this project will be thirty-three percent (33%) minimum of the contract value. As a matter of public policy, the City of Birmingham agrees to make opportunities available to the maximum extent possible, to actively include Historically Underutilized Business Enterprises (HUBE’s) such as architectural firms, engineering firms, investment banking firms, other professional consultant services providers, and construction contractors as part of business, economic and community revitalization programs.

The City reserves the right to treat any offeror’s failure to make good faith efforts to comply with its DBE goal as a matter of responsiveness. In determining whether an offeror has made good faith efforts, the City will take into account the performance of other offerors in meeting the contract goals.

Offerors are required to submit the following information:

- Provide the names and addresses of the DBE firms that will participate in the project team.
- Describe the work that the DBE firm will perform.
- Provide an estimate of the percentage of work by dollar amount that the DBE firms will perform.
- If your firm/team cannot satisfy the DBE goals established for this project, you must provide evidence of a good faith effort to comply with that objective.
- If your firm/team is selected to negotiate a contract awarding the project, you must provide signed documentation of commitments to use DBE firms and confirmation from the DBE firms prior to entering negotiation.

DBE’s certified by the Birmingham Construction Industry Authority (BCIA) or the State of Alabama DOT will be accepted for this project. If part of the selected team, any DBE not currently certified by the aforementioned agencies must complete certification prior to the execution of the contract.

The obligation of the offeror is to make good faith efforts. The offerors can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. In determining whether an offeror has made good faith efforts, the City of Birmingham will take into account the performance of other offerors in meeting the contract goals.
SECTION 6: REQUIRED CONTRACT CLAUSES

The City will supply a prototype contract that it will present to the selected firm/team. In addition, the City will ensure that the following clauses must be placed in every U.S. DOT assisted contract and subcontract:

Contract Assurances:

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 CFR Part 26 in the award and administration of U.S. 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 City of Birmingham deems appropriate.

Prompt Payment:

The prime contractor agrees to pay each subcontractor under his prime agreements for satisfactory performance of its contract no later than 7 days from the receipt of each payment the contractor receives from the City of Birmingham. The prime contractor agrees to further return retainage payments to each subcontractor within 7 days after the subcontractor’s work is successfully completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following the written approval of the City of Birmingham. This clause applies to both DBE and non-DBE subcontractors.
SECTION 7: ATTACHMENTS

2.1 City of Birmingham Transparency in City Government Disclosure Form

APPLICABLE TO ALL CITY CONTRACTS AND APPOINTMENTS
NOT GOVERNED BY STATE COMPETITIVE BID LAWS

INSTRUCTIONS:

This form must be fully completed by each individual, firm, group, agency, non-profit and other entity (hereinafter referred to as “you” or “Applicant”) seeking to do business with the City, provide services to the City, enter into a contract or appointment with the City, or apply for City funding.

Submit completed forms to the Mayor’s Office, Third Floor City Hall – Attention: Internal Audit and Contract Compliance Division. Answer all questions applicable to you. Respond “Not applicable” or “NA” if a question does not apply to you. Attach additional pages if needed. Completed forms will be submitted to the Birmingham City Council along with the Applicant’s proposed contract, appointment and/or funding request.

1. Name of Applicant:

2. Physical Street Address of Applicant:

3. Mailing Address of Applicant (if different from street address):

4. Phone Number of Applicant:

5. Key Contact Person for Applicant:

6. Identify all officers, directors, owners, substantial investors in (5% or more of Applicant’s stock) and partners of the Applicant:

7. Are any of these persons City employees?

8. Are any of these persons related by blood or by marriage to City officials or employees? If yes, list all pertinent relationships.
9. Identify all key employees or personnel of the Applicant:

10. Are any of these persons City employees?

11. Are any of these persons related by blood or by marriage to City officials or employees? If yes, list all pertinent relationships.

12. Has the Applicant ever received City funding, entered into a contract or appointment with the City, or provided services to the City?

13. If you answered “Yes” to Question No. 12:
   a) State the amount of funds received or amount of the contract or appointment.
   b) Describe in detail the work performed, scope of appointment, or purpose for which the funds were used, and attach supporting documentation such as receipts and invoices.
   c) Attach a copy of the contract or appointment.

14. Attach resumes of Applicant’s key personnel.

15. Attach Applicant’s articles of incorporation if applicable.

16. Attach Applicant’s 501(c)(3) letter from Internal Revenue Service if applicable.
17. Attach Applicant’s City of Birmingham business license, if applicable.

18. Describe in detail the work Applicant seeks to perform for the City.

19. Identify all sources and amounts of public funding (federal, state and local) the Applicant has received within the past three (3) years.
20. Has the Applicant ever been suspended or barred from participating in federal contracts or other federal assistance? If yes, explain.

21. Has any individual associated with the Applicant ever been suspended or barred from participating in federal contracts or other federal assistance? If yes, explain.

22. During the past three (3) years, has Applicant retained, hired or paid any lobbyist, political consultant or attorney to assist Applicant in its bid to perform work for the City or obtain a City contract, appointment or funding? If yes, identify by individual name, firm name, address and telephone number any such lobbyist, political consultant or attorney.

23. Identify any business or firm in which:
   a) The Applicant or its key personnel owns 5% or more of the stock;
   b) The Applicant or its key personnel serves as an officer or director;
   c) The Applicant or its key personnel is a partner.
Applicant’s failure to file a Transparency in City Government Disclosure Form is punishable by state or local law to the maximum allowed by law and subject to any federal penalties required by the U.S. Code Annotated.

I declare under penalty of perjury that the Applicant’s answers to each and every question on the City of Birmingham Transparency in City Government Disclosure Form are true and correct:

________________________________________
Signature

________________________________________
Print Name

________________________________________
Date

________________________________________
Title/Position with Applicant
2.2 Federal Clauses & Certifications

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 ($3,000 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.

Energy Conservation

All Contracts except micro-purchases ($3,000 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.

Clean Water

All Contracts and Subcontracts over $100,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with FTA assistance.

Lobbying

Access to Records and Reports

Applicability - As shown below. These requirements do not apply to micro-purchases ($3,000 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 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 $100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee 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 subgrantee 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, 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**

All Contracts except micro-purchases ($3,000 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.

**Clean Air**

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with FTA assistance.

**Applicability - All contracts except micro-purchases ($3,000 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 ($3,000 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 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 over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $100,000

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 effected 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 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 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 insure 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 compete 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 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:
1. 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

2. 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 (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) 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 contact 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.

i. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or 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 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 close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that 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. 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, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. 0MB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 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," https://www.sam.gov, 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 https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, 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,

**Contracts Involving Federal Privacy Act Requirements**

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 ($3,000 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 ($3,000 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); National origin, (e) Sex, (f) Disability, or (g) Age, and (2) 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, (3) 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 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: (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".

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) § 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 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, (4) 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 (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,


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

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.

**Breaches and Dispute Resolution**

All contracts over $100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and 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 residing State.

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 recipient 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.

**Patent and Rights in Data**

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK ($3,000 or less, except for construction contracts over $2,000).

Patent Rights
A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA.

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or
reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a)
Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise
Contracts over $3,000 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, 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

**Prompt payment**

Applicability - All contracts except micro-purchases ($3,000 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 receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors 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 subcontractors.

**Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases ($3,000 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.

**Other Federal Requirements**

The following requirements are not federal clauses.

**Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.
Prohibition Against Exclusionary or Discriminatory Specifications
Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Notification of Federal Participation
To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress
No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors
Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements
To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations
Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or
promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Real Property**
Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Access to Services for Persons with Limited English Proficiency**

**Environmental Justice**

**Environmental Protections**
requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data**
Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.
Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only
Non Federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.21S(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number
The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration
A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
Federal Certifications
CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, __________________________________________, hereby certify
(Name and title of official)

On behalf of __________________________________________ that:
(Name of Bidder/Company Name)

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

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

► The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name ______________________________________

Type or print name ___________________________________________________

Signature of authorized representative ___________________________ Date ___/___/___

Signature of notary and SEAL __________________________________________

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GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. 0MB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   (1) Debarred,
   (2) Suspended,
   (3) Proposed for debarment,
   (4) Declared ineligible,
   (5) Voluntarily excluded, or
   (6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   (2) Violation of any Federal or State antitrust statute, or
   (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

(1) Equals or exceeds $25,000,
(2) Is for audit services, or
(3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
(1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
(2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
   a. Debarred from participation in its federally funded Project,
   b. Suspended from participation in its federally funded Project,
   c. Proposed for debarment from participation in its federally funded Project,
   d. Declared ineligible to participate in its federally funded Project,
   e. Voluntarily excluded from participation in its federally funded Project, or
   f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA’s TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor ____________________________________________

Signature of Authorized Official ______________________Date_/_/_

Name and Title of Contractor’s Authorized Official __________________________