

## CHECKLIST TO DESIGNATE AREAS OF EVALUATION FOR REQUESTS FOR PROPOSAL (RFP)

	REQUISITION NUMBER	DUE DATE	TIME DUE
MDOT PROJECT MANAGER	JOB NUMBER (JN)	CONTROL SECTION (CS)	

DESCRIPTION

MDOT PROJECT MANAGER: Check all items to be included in RFP			CONSULTANT: Provide only checked items below in proposal
WHITE = REQUIRED ** = OPTIONAL  Check the appropriate Tier in the box below			
<input type="checkbox"/> TIER I (\$50,000 - \$150,000)	<input type="checkbox"/> TIER II (\$150,000-\$1,000,000)	<input type="checkbox"/> TIER III (>\$1,000,000)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Understanding of Service **
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Innovations</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Organizational Chart
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Qualifications of Team
Not required as part of Official RFP	Not required as part of Official RFP	<input type="checkbox"/>	Quality Assurance/Quality Control **
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Location:</b> The percentage of work performed in Michigan will be used for all selections unless the project is for on-site inspection or survey activities, then location should be scored using the distance from the consultant office to the on-site inspection or survey activity.
N/A	N/A	<input type="checkbox"/>	Presentation **
N/A	N/A	<input type="checkbox"/>	Technical Proposal (if Presentation is required)
3 pages (MDOT Forms not counted)	7 pages (MDOT Forms not counted)	14 pages (MDOT forms not counted)	Total maximum pages for RFP <b>not including key personnel resumes.</b> Resumes limited to 2 pages per key staff personnel.

**PROPOSAL AND BID SHEET EMAIL ADDRESS – [mdot-rfp-response@michigan.gov](mailto:mdot-rfp-response@michigan.gov)**

### GENERAL INFORMATION

Any questions relative to the scope of services must be submitted by e-mail to the MDOT Project Manager. Questions must be received by the Project Manager at least five (5) working days prior to the due date and time specified above. All questions and answers will be placed on the MDOT website as soon as possible after receipt of the questions, and at least three (3) days prior to the RFP due date deadline. The names of vendors submitting questions will not be disclosed.

MDOT is an equal opportunity employer and MDOT DBE firms are encouraged to apply. The participating DBE firm, as currently certified by MDOT's Office of Equal Opportunity, shall be listed in the Proposal.

### MDOT FORMS REQUIRED AS PART OF PROPOSAL SUBMISSION

**5100D** – Request for Proposal Cover Sheet

**5100J** – Consultant Data and Signature Sheet (Required for all firms performing non-prequalified services on this project.)

**(These forms are not included in the proposal maximum page count.)**

# REQUEST FOR PROPOSAL

The Michigan Department of Transportation (MDOT) is seeking professional services for the project contained in the attached scope of services.

If your firm is interested in providing services, please indicate your interest by submitting a Proposal, Proposal/Bid Sheet or Bid Sheet as indicated below. The documents must be submitted in accordance with the latest (Consultant/Vendor Selection Guidelines for Services Contracts) **AA**



## RFP SPECIFIC INFORMATION

ENGINEERING SERVICES       BUREAU OF TRANSPORTATION PLANNING       OTHER

THE SERVICE WAS POSTED ON THE ANTICIPATED QUARTERLY REQUESTS FOR PROPOSALS  
 NO       YES      DATED \_\_\_\_\_ THROUGH \_\_\_\_\_

<input type="checkbox"/> <b>Prequalified Services</b> – See the attached Scope of Services for required Prequalification Classifications.	<input type="checkbox"/> <b>Non-Prequalified Services</b> – If selected, the vendor must make sure that current financial information, including labor rates, overhead computations, and financial statements, is on file with MDOT’s Office of Commission Audits. This information must be on file for the prime vendor and all sub vendors so that the contract will not be delayed. <b>Form 5100J is required with proposal for all firms performing non-prequalified services on this project.</b>
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**Qualification Based Selection** - Use Consultant/Vendor Selection Guidelines.

**For all Qualifications Based Selections**, the selection team will review the information submitted and will select the firm considered most qualified to perform the services based on the proposals. The selected firm will be asked to prepare a priced proposal. Negotiations will be conducted with the firm selected.

**For a cost plus fixed fee contract**, the selected vendor must have a cost accounting system to support a cost plus fixed fee contract. This type of system has a job-order cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the vendor’s job-order accounting system.

**Qualification Based Selection / Low Bid** – Use Consultant/Vendor Selection Guidelines. See Bid Sheet instructions for additional information.

For Qualification Review/Low Bid selections, the selection team will review the proposals submitted. The vendor that has met established qualification threshold and with the lowest bid will be selected.

**Best Value** – Use Consultant/Vendor Selection Guidelines, See Bid Sheet Instructions below for additional information. The bid amount is a component of the total proposal score, not the determining factor of the selection.

**Low Bid** (no qualifications review required – no proposal required.)

## BID SHEET INSTRUCTIONS

Bid Sheet(s) are located at the end of the Scope of Services. Submit bid sheet(s) with the proposal, to the email address: [mdot-rfp-response@michigan.gov](mailto:mdot-rfp-response@michigan.gov). Failure to comply with this procedure may result in your bid being rejected from consideration.

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## PARTNERSHIP CHARTER AGREEMENT

MDOT and ACEC created a Partnership Charter Agreement which establishes guidelines to assist MDOT and Consultants in successful partnering. Both the Consultant and MDOT Project Manager are reminded to review the [ACEC-MDOT Partnership Charter Agreement](#) and are asked to follow all communications, issues resolution and other procedures and guidance’s contained therein.

# **MDOT OPT Request for Proposal for Consulting Services to Develop Standard Training and Training Plans for Public Transportation Agencies**

## **To: Prospective Proposers**

The Michigan Department of Transportation (MDOT), Office of Passenger Transportation (OPT) is responsible for administering state and federal programs that provide financial and technical assistance to local transit agencies to promote transit services throughout Michigan. Total state transit funding in FY 2014 was \$212.1 million and supported public transportation service to 89 million passengers. OPT is interested in seeking proposals to assist in identifying best practice training standards and to create guidance for transit agencies to develop and implement their own specific training plan.

## **Section I**

### **Background**

OPT provides training funds annually to all rural transit agencies through the federally-funded, Rural Transit Assistance Program (RTAP). Rural transit agencies serve non-urbanized areas with populations less than 50,000. Each rural agency is eligible to receive RTAP reimbursement up to a capped amount for various training activities. The OPT also provides funds for multiple statewide training events each year with a focus on all transit staff, including managers, mechanics, drivers and dispatchers for all sizes of transit agencies.

In 2014 a group comprised of staff from all types of transit agencies (urban and rural systems), the Michigan Public Transit Association (MPTA), the Michigan Association of Transportation Systems (MASSTrans) and OPT developed a list of training standards for agency managers, drivers, dispatchers, mechanics, and board members (Attachment A). In order to ensure the industry is using RTAP funds most efficiently and to best meet the training needs of transit agencies, OPT is seeking consulting services to fully develop this list of training standards, identify new best practices within Michigan and nationally, determine what training is mandated by state or federal law, and determine the most efficient and effective training frequencies.

### **Objective**

The objective is two-part. First, OPT is requesting proposals to develop a resource that will identify best training practices in both Michigan and nationally, determine mandatory training requirements and appropriate training intervals. This will be used by OPT and the industry to identify statewide training needs and to schedule events that will help transit agencies stay in compliance with state and federal laws and help with efficiencies.

The second part is to create guidance for each agency to develop and implement their own plan specific to their agency, and a tool to measure the success of the implementation. At a minimum the plans will have all mandated trainings and intervals identified. The plans will need to be scalable for different size transit agencies. We would like the consultant to pilot the

development, implementation and evaluation of a plan for at least five agencies who will be selected by MDOT and the transit industry, ranging in size from rural to large urban. This would include developing a plan specific to the agency, helping them implement the plan for one year and evaluating the success of the implementation.

There will be a working group formed with members from OPT, the two state associations (MPTA and MASSTrans), and members of the transit industry. It is expected that the consultant will provide status updates to the group and seek their input during any decision point in the process.

The resource guide and pilot plan development completion is expected by December, 2016. The pilot implementation and evaluation of implementation will take place for one year immediately following plan development. Training for all other agencies should be within three months after the guidance is created.

It is expected that the consultant will provide some form of training for all agencies on how to use the guide and tools. It may include presenting the results at an already scheduled Michigan conference such the Rural Transit Manager Workshop held in March of 2017 or the annual conference that will be held in August 2017. Currently there are 81 public transit agencies and approximately 65 Section 5310 agencies. Not all agencies attend these conferences so another form of training will need to be provided. Vendor should provide details on their proposed training venue.

## **Section II**

### **Proposal Content**

Proposals must also include the following:

- Proposed Work Plan
  - Overall Approach
  - Products and Deliverables
  - Project Schedule, including milestones
  - Initial assessment of project challenges and opportunities
  - Unique innovations proposed
- Project Team, with job, titles, relevant experience, qualifications and any certifications or licenses they possess.
- A description of your firm's experience with the unique nature of this project. Include descriptions of prior or present projects which would tend to substantiate your ability to perform this project, and include contact information for the referenced projects.
- Budget, including travel costs. It is expected that the training will be provided in some type of electronic format so there should be no costs for printing or copying. All travel costs billed will follow the State of Michigan's vehicle and travel rates. Current travel

rates can be found on the Department of Technology, Management and Budget's website at: [http://www.michigan.gov/dtmb/0,5552,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html).

- Full business name and address. Must also include primary contact person(s), authorized negotiator(s) for this proposal and project, and their contact information.

### **Deliverables**

Literature Research - Conduct research, review the available literature, including FTA and state requirements, and prepare and present initial recommendations for possible training standards.

Statewide Standards and Transit Agency Plans – identify standards and best practices.

Transit Agency Demonstration Implementation – work with at least five transit agencies to develop a training plan and assist with implementation.

Training and Results – Consultant will provide training on how to use the plans which may include presenting the results at an annual conference.

Evaluation of Implementation – evaluate how the plans were used at the demonstration agencies and the impact of their plan.

### **Evaluation Criteria**

The OPT reserves the right to award to other than the lowest price proposal, and to the proposal representing the Best Value. The award will only be made to a responsive and responsible firm. Price is approximately less than the other evaluation criteria as a whole. Proposals will be evaluated using the following criteria, which are listed in order of importance:

- Demonstrated understanding of the project and ability to work with its unique characteristics. Describe your understanding of the service to be provided.
- Experience and qualification of the project team. Describe your team and the roles of key personnel. Provide resumes for key personnel.
- Past Performance. Provide references and examples of similar work perform for other agencies, preferably within the last three years.
- Price which will be evaluated by the following formula: lowest vendor price divided by this vendor's price times available points.

Proposals will be evaluated by a selection team from OPT, MPTA and MASSTrans. Any submitter falling within a competitive range as determined by the selection team may be asked to give a presentation to the team to discuss any aspects of the proposal needing clarification. Presentations will be evaluated on clarity, quality and completeness. Evaluation scores may be adjusted based on the results of the interviews.

## **Questions**

Questions about this RFP must be submitted by email to [brusha@michigan.gov](mailto:brusha@michigan.gov). Phone calls involving the RFP or related questions will not be accepted. All questions, answers, and any addendums related to this RFP will be sent to vendors who were sent an RFP as well as posted on MDOT's Website [http://www.michigan.gov/mdot/0,1607,7-151-9625\\_32842---,00.html](http://www.michigan.gov/mdot/0,1607,7-151-9625_32842---,00.html) under the applicable Requisition number. All questions must be received at least five (5) business days prior to the proposal due date.

## **Section III**

### **Terms and Conditions:**

The contents of the submitted proposals are considered valid for one hundred and twenty (120) days after the submission deadline.

Payment will be made on a milestone basis, at the completion and acceptance of each deliverable, by the MDOT Project Manager. Payment will not be made until OPT issues a written Notification of Final Acceptance.

OPT reserves the right to waive any informalities or minor defects and to accept or reject any or all of the submitted proposals for sound, documentable, business reasons, and to postpone the proposal due date.

This RFP does not commit the OPT to award a contract, to pay any cost incurred in the preparation of a proposal, or to preclude the agency from canceling, in part or in its entirety, this RFP, for sound, documentable, business reasons.

This project is funded by the Federal Transit Administration (FTA) and the Michigan Department of Transportation (MDOT) grants. It is subject to federal and state guidelines. The federal requirements for this project are Professional Services A&E Less than \$100,000, as attached and available on the internet. The clauses must be signed and included with your submission.

The contracted firm must be available to begin work immediately on the project once awarded the contract.

OPT complies with all Federal and State civil rights, equal opportunity, and fair housing requirements of Title VI of the Civil Rights Act of 1964.

This is a firm, fixed price contract. Progress milestone payments will be made based on percentage of work performed. The awarded contract serves as the vendor's Notice to Proceed.

## **SECTION IV**

**Attachment A** – Workgroup draft standards

**Attachment B** – Federal Clauses Professional and A&E Less Than \$100,000

## Attachment A

### Workgroup draft standards

#### Managers

	Training Required/How often	Training Optional	Policy Required	Mandated by MDOT	Mandated by Law	Best Practice
<b>Customer Relations</b>						
Interpersonal skills		x				x
Media relations		x				x
Marketing		x				x
Social Media/email etiquette		x				x
Millage campaigns		x				x
Service Development		x				x
<b>Finance</b>						
Accounting		x		x		
MDOT contracts		x				
Audits/Reconciliation		x				
Annual applications		x		x		
Insurance		x			x	
Procurement		x			x	
<b>Human Resources</b>						
Legal (?) too broad						
FOIA		x	x		x	
Interviewing applicants		x	x		x	
Labor relations		x	x		x	
FMLA		x	x		x	
Benefits administration		x	x		x	
Hiring process		x	x			x
Termination process		x	x			x
<b>Safety and Security</b>						
Drug and Alcohol	X, once		x		x	
Building and grounds		x	x			x
Accident reporting		x	x			x
<b>State/Federal Mandates</b>						
Title VI		x	x		x	
Performance measures		x				x
NEPA		x			x	
Coordination planning		x			x	x
Asset Management		x				x
Charter		x	x		x	
<b>Record Retention</b>		x	x		x	x

## Mechanics

	Training Required/How often	Training Optional	Policy Required	Mandated by MDOT	Mandated by Law	Best Practice
<b>Drug and Alcohol</b>	X, once				x	
<b>Shop Safety</b>						
MIOSHA		x	x		x	x
Basic First Aid		x	x			x
<b>Vehicle Maintenance</b>						
Preventative Maintenance Plan		x	x		x	
Vehicle records/retention		x	x		x	x
Safety inspections		x	x		x	
<b>Proper Driver Licensing</b>						
Commercial Driver's License	X, once	x	x		x	x
Federal Motor Carrier	x (?)	X (?)	x (?)		x	x (?)
<b>Continuing Education</b>						
Fuel sources		x				x
New Equipment/Technology		x				x
AC Certification	X, Ongoing?				x	
<b>Customer Service</b>						
Radio Protocol	X, once	x	x		x	x

## Dispatchers

	Training Required/How often	Training Optional	Policy Required	Mandated by MDOT	Mandated by Law	Best Practice
<b>Customer Relations</b>						
Phone Etiquette		X	X			X
Interpersonal skills		X				X
Radio Protocol	X, once	X	X		X	X
Handling difficult situations		X	X			X
Communication skills (written and verbal)		X				X
Social Media		X	X			X
Route Training		X				X
<b>Safety and Security</b>						
MIOSHA		X	X		X	X
Accident/Incident Procedures		X	X			X
<b>Federal/State Regulation</b>						
Charter		X	X		X	
Drug and Alcohol	X, once		X		X	
American Disability Act (ADA)		X	X		X	

## Drivers

	Training Required/How often	Training Optional	Policy Required	Mandated by MDOT	Mandated by Law	Best Practice
<b>Customer Relations</b>						
Passenger Assistance	X, once*	x	x		x	x
Interpersonal skills		x				x
Radio Protocol	X, once	x	x		x	x
Communication skills (written and verbal)		x				x
Social Media		x	x			x
<b>Handling difficult situations</b>						
Bullying		x	x			x
Sexual harassment		x	x		?	x
Deescalating conflict		x	x			x
<b>Safety and Security</b>						
Drug and Alcohol	X, once		x		x	
MIOSHA (including Bloodborne Pathogen)		x	x		x	x
Identifying Threat		x	x			x
Evacuation		x	x			x
Accident/Incident Reporting		x	x			x
<b>American Disability Act (ADA)</b>						
Mobility device securement	X, once	x	x		x	x
Lift operations	X, once	x	x		x	x
<b>Professional Driving</b>						
Pre-trip		x	x		x	x
Defensive driving		x				x
Preventing Driver distractions		x				x
Map reading/routing		x				x
Fatigue and Wellness		x				x

\*One time training to be certified, recertification is every three years.

For drivers that are not certified, best practice is refresher courses should be taken every three years.

## Board Members

	Training Required/How often	Training Optional	Policy Required	Mandated by MDOT	Mandated by Law	Best Practice
<b>Roles and Responsibilities</b>						
Open meetings act		X			X	
Media training		X				X
Millage campaigns		X				X
Parliamentary Procedures (Roberts Rules)		X				X
<b>Agency Policy and Procedures</b>						
Conflict of Interest		X	X			X
Union contracts		X	X		X	X
MDOT contracts		X				X
Funding: operations & capital		X				X
Articles of Incorporation and By Laws		X	X		X	
MDOT/FTA requirements		X	X	X	X	X
Procurement		X	X		X	
Charter		X	X		X	

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

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in the Federal Transit Administration (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 { }, hereafter referenced as "CONTRACTOR" shall not perform any act, fail to perform any act, or refuse to comply with any { }, hereafter referenced as "AGENCY," requests which would cause AGENCY to be in violation of the FTA terms and conditions.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**No Obligation by the Federal Government.**

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

**FALSE OR FRAUDULENT STATEMENTS OR CLAIMS**

The CONTRACTOR acknowledges and agrees that:

- (1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the CONTRACTOR's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the CONTRACTOR also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.
- (2) Criminal Fraud. If the CONTRACTOR makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

**ACCESS TO THIRD PARTY CONTRACT RECORDS**

The AGENCY agrees to require, and assures that its CONTRACTOR require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The CONTRACTOR further agrees to require, and assures that its subcontractors require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

**CHANGES TO FEDERAL REQUIREMENTS**

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between AGENCY and FTA, as they may be amended or promulgated from time to time during the term of this contract.

The CONTRACTOR's failure to so comply shall constitute a material breach of this contract in compliance with 49 CFR Part 18.

**TERMINATION (For projects over \$10,000)**

**a. Termination for Convenience (General Provision)** The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the Government's best interest in compliance with 49 U.S.C. Part 18/FTA Circular 4220.1F. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to AGENCY to be paid. If the CONTRACTOR has any property in its possession belonging to the AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AGENCY directs.

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

**c. Opportunity to Cure (General Provision)** The AGENCY in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten(10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

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

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

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

**g. Termination for Default (Transportation Services)** If the CONTRACTOR fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of default. The CONTRACTOR will only be paid the contract price for

services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the CONTRACTOR has possession of AGENCY goods, the CONTRACTOR shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The CONTRACTOR and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

**h. Termination for Default (Construction)** If the CONTRACTOR refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The CONTRACTOR and its sureties shall be liable for any damage to the AGENCY resulting from the CONTRACTOR's refusal or failure to complete the work within specified time, whether or not the CONTRACTOR's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work. The CONTRACTOR's right to proceed shall not be terminated, nor the CONTRACTOR charged with damages under this clause if:

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR. Examples of such causes include: acts of God, acts of the AGENCY, acts of another CONTRACTOR in the performance of a contract with the CONTRACTOR, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the CONTRACTOR, within [10] days from the beginning of any delay, notifies the AGENCY in writing of the causes of delay. If in the judgment of the AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of the AGENCY shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

a. If, after termination of the CONTRACTOR's right to proceed, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the CONTRACTOR.

**i. Termination for Convenience or Default (Architect and Engineering)** The AGENCY may terminate this contract in whole or in part, for the CONTRACTOR's convenience or because of the failure of the CONTRACTOR to fulfill the contract obligations. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

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

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

**j. Termination for Convenience or Default (Cost-Type Contracts)** The AGENCY may terminate this contract, or any portion of it, by serving a notice or termination on the CONTRACTOR. The notice shall state whether the termination is for convenience of the AGENCY or for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the CONTRACTOR by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the CONTRACTOR in proportion to the value, if any, of work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the

termination settlement to be paid the CONTRACTOR. If the termination is for the convenience of the AGENCY, the CONTRACTOR shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the AGENCY determines that the CONTRACTOR has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the CONTRACTOR, the AGENCY, after setting up a new work schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

**CIVIL RIGHTS (For projects over \$10,000)**

The CONTRACTOR agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. **Nondiscrimination in Federal Public Transportation Programs.** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. **Nondiscrimination – Title VI of the Civil Rights Act.** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C.

§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the CONTRACTOR agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. **Equal Employment Opportunity.** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the CONTRACTOR agrees to comply and assures the compliance of each subcontractor, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*; with implementing 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, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. **Nondiscrimination on the Basis of Sex.** The CONTRACTOR agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing 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, that prohibit discrimination on the basis of sex.

e. **Nondiscrimination on the Basis of Age.** The CONTRACTOR agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing 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 prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

f. **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the CONTRACTOR agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

g. **Access to Services for Persons with Limited English Proficiency.** The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

h. **Environmental Justice.** The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

i. **Other Nondiscrimination Laws.** The CONTRACTOR agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

#### **DISADVANTAGED BUSINESS ENTERPRISE**

To the extent authorized by Federal law, the CONTRACTOR agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The CONTRACTOR agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. Part 26.

(2) The CONTRACTOR agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26.

The CONTRACTOR agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the CONTRACTOR’s DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative agreement for the Project. The CONTRACTOR agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the CONTRACTOR of the CONTRACTOR’s failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

**DEBARMENT AND SUSPENSION (For projects over \$25,000)**

The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The CONTRACTOR agrees to, and assures that its subcontractors, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <https://www.sam.gov/portal/public/SAM/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

**FLY AMERICA (FOR FOREIGN AIR TRANSPORT OR TRAVEL)**

The CONTRACTOR understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

**SEISMIC SAFETY (A&E FOR NEW BUILDINGS AND ADDITIONS)**

The CONTRACTOR agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

**PATENT RIGHTS (RESEARCH AND DEVELOPMENT)**

- a. General. If any invention, improvement, or discovery of the CONTRACTOR or of any subcontractor, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the CONTRACTOR agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.
- b. Federal Rights. The CONTRACTOR agrees that its rights and responsibilities, and those of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the CONTRACTOR agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§ 200 *et seq.*, and 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, irrespective of the status of the CONTRACTOR, subcontractor, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).
- c. License Fees and Royalties. FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the CONTRACTOR has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.

**RIGHTS IN DATA AND COPYRIGHTS (RESEARCH AND DEVELOPMENT)**

- a. Definition. The term "subject data," as used in this Section 18 of this Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals,

technical reports, catalog item identifications, and related information. "Subject data," as used in this Section 18, does not include financial reports, cost analyses, or other similar information used for Project administration.

b. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:

(1) Except for its own internal use, the CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

(2) The restrictions on publication of Subsection 18.b(1) of this Master Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The CONTRACTOR agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection 18.c of this Master Agreement. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:

(1) Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a subagreement, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a CONTRACTOR, subcontractor, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the CONTRACTOR agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the CONTRACTOR agrees to provide other reports pertaining to the Project that FTA may request. The CONTRACTOR agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the CONTRACTOR of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of this Master Agreement, FTA may make available to any FTA CONTRACTOR, subcontractor, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.a of this Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the CONTRACTOR's use when the costs thereof are financed with Federal assistance through an FTA capital program.

e. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the CONTRACTOR has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.

f. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The CONTRACTOR shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

- g. Restrictions on Access to Patent Rights. Nothing in Section 18 of this Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- h. Data Developed Without Federal Funding or Support. In connection with the Project, the CONTRACTOR may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the CONTRACTOR understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."
- i. Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the CONTRACTOR understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records).

### **ENERGY CONSERVATION**

The CONTRACTOR agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the CONTRACTOR agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

### **NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS (For all ITS projects)**

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

### **ACCESS FOR INDIVIDUALS WITH DISABILITIES (A&E)**

The CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The CONTRACTOR also agrees to comply with all applicable provisions of section 04 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the CONTRACTOR agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility

Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;  
(4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;

(10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

#### **STATE, TERRITORIAL, AND LOCAL LAW**

Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the CONTRACTOR must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the CONTRACTOR to violate any State, territorial, or local law, regulation, or ordinance, the CONTRACTOR agrees to notify FTA immediately in writing. Should this occur, FTA and the CONTRACTOR agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

## CONSULTANT BID SHEET - MILESTONE

It is required that this bid sheet be completed and submitted with the response to the Request for Proposal. All entries on this page must be handwritten in ink or computer generated. When price is a component of the selection process it will be considered along with several other selection criterion for determining overall score. Priced proposal costs will be required after selection, in accordance with the MDOT Priced Proposal Guidelines ([Guidelines](#)) (See page 2 of 2).

**Note:** MDOT reserves the right to reject any or all bids.

**PROJECT DESCRIPTION:**

MILESTONE/DELIVERABLES	PRICE
Milestone/Deliverable, Task 1 (20%) Total: Literature Research	\$ _____
Milestone/Deliverable, Task 2 (35%) Total: Statewide Standards and Transit Agency Plans	\$ _____
Milestone/Deliverable, Task 3 (15%) Total: Transit Agency Demonstration Implementation	\$ _____
Milestone/Deliverable, Task 4 (15%) Total: Training and Presenting Results	\$ _____
Milestone/Deliverable, Task 5 (15%) Total: Evaluation of Implementation	\$ _____
<b>TOTAL BID PRICE: \$ _____</b>	
<b>(All Milestones/Deliverables of Project)</b>	

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<b>Consultant Name:</b>	
<b>Consultants Authorized Legal Signer:</b>	
<b>Consultant Address:</b>	
<b>Date:</b>	